

# **SHEPHERDS HILL AMENDMENT**

SP# 08-22

## **STAFF REPORT**

July 27, 2022

**SITE:** Shadowbrook Drive; Map 177 Lot 005

**ZONING:** General (G) & Business (B)

**PURPOSE OF PLAN:** The purpose of the plan is to show the final phase of Shepherds Hill condominium which consists of 118 residential units, parking, and associated site appurtenances.

### **PLANS UNDER REVIEW:**

Residential Site Plan / Shepherds Hill, Map 177 Lot 5, Shadowbrook Drive, Hudson, New Hampshire, Hillsborough County; prepared by: Keach-Nordstrom Associates, Inc. 10 Commerce Park North, Suite 3B, Bedford, NH 03110; prepared for: Shepherd's Hill Home Owners Association C/O Great North Property Management, 3 Holland Way, Suite 201, Exeter, NH 03833; consisting of 51 sheets with a separate cover sheet and general notes 1-16 on Sheet 1; dated May 2, 2022; last revised July 7, 2022.

### **ATTACHMENTS:**

- A. Peer Review Comments, prepared by Fuss & O'Neill, received June 8, 2022.
- B. Comments from Town Departments, Assessing & Engineering, June 27, 2022.
- C. Applicant Response to review comments, prepared by Keach-Nordstrom Associates, received July 7, 2022.
- D. Supplemental information from Applicant, including storm drainage analysis & design, prepared by Keach-Nordstrom Associates, received July 7, 2022.
- E. Order Confirming Plan of Organization, dated July 21, 2000.
- F. Development Agreement dated October 7, 1996 and amendment dated June 13, 1997.
- G. Recorded Plans, HCRD 28218, 28636 & 33069.
- H. Settlement Agreement between Town of Hudson & Shepherds Hill Homeowner's Association, executed February 24, 2016, recorded March 7, 2016.

### **APPLICATION TRACKING:**

- May 23, 2022 – Application received.
- July 27, 2022 – Public hearing scheduled.

## COMMENTS & RECOMMENDATIONS:

### A BRIEF HISTORY

The history of this development spans nearly 40 years, receiving a variance in order to build up to 400 residential units on July 11, 1985. As a result of state court litigation and bankruptcy cases, the property owner (now the Shepherds Hill Homeowners Association) has the right to complete the development of 126 residential units in accordance with the variance and the approved plan of 1996 HCRD Plan No. 28218. Exhibit B of the Order Confirming Plan of Reorganization (page 15 of **Attachment E**) describes the vested rights and conditions of this development as it stood on July 21, 2000.

The Order references the 1996 Development Agreement and 1997 Amendment to Development Agreement provided in **Attachment F**.

The original approved plan was amended and approved to revise the clubhouse area in 2003. Plans of record are provided in **Attachment G**.

Also, a settlement agreement (**Attachment H**) between the Town of Hudson and Shepherds Hill Homeowner's Association, which primarily relates to taxation contemplates the possibility of a development proposal for the remaining units (or Pad Sites). Such development requires that 80% of the unit owners vote to approve development, which occurred on March 30, 2016. Further, it affirms the vested right to construct the remaining 126 units.

As it stands today, while the development must meet current regulations, the unit count remains vested. With 274 units already built, the development remains entitled to 126 more units.

### LIMITS & CHANGES

**Unit Typology** - The development agreement amendment (**Attachment F**) shows that there shall be a maximum of 40 – three-bedroom units, the remaining shall be one or two bedroom units. Assessing records indicate there are currently 13 three-bedroom units. In addition, assessing records indicate 1 four-bedroom unit. The Applicant should review and confirm the unit-mix of the current development.

**Building Separation** – The original plan showed 15-foot separation between building where 20-foot is now required by Hudson's Fire Code and Life Safety Regulations.

**Stormwater Management** – The Applicant has submitted information related to compliance with Hudson's current Stormwater Regulations in **Attachment D**. It is currently under review. Note that the submittal includes duplicate pages.

**Sidewalks** – The previously approved plans show sidewalks throughout the development, and Notes 21 & 40 on Sheet 2 in Attachment G reference the general alignment & design of sidewalks. Sidewalks currently exist in the developed part of Shepherds Hill.

**Open Space** – As part of the ZBA variance of 1985, the plan requires the site to be 70% open space. The plan set submitted in this application indicates 80% current open space and 73% proposed.

**Impact Fees** – This application will not be subject to today’s Impact Fee system but instead must follow the terms outlined in the bankruptcy order (**Attachment E**):

- Sewer capital assessment fee of \$1,550 per unit;
- Combined school, library, and road impact fee of \$1,200 per unit;
- Benson’s park fee of \$375 per unit; and
- Escrow account to be funded by owner to fund cost of a construction engineer.

**Revised Plan** – The Settlement Agreement (**Attachment H**) acknowledges that in the event the development plan deviates from the approved plan and requires Planning Board approval, there cannot be two approved development plans. While the development has a vested right to 126 units, the revised plan proposes 118 units. It is suggested that a condition of approval should recognize that the right to the undeveloped units of the prior plan is relinquished.

#### DEPARTMENT COMMENTS

See **Attachment B** for comments from town departments.

1. Engineering: Sewer cleanouts and water shut offs shall be equipped with metal gate covers. Applicant shall provide additional gate valves at specified locations. The proposed sewer main shall remain private, the water main shall be subject to Town acceptance with a 20 foot access easement. Applicant shall provide a detailed water plan, construction bond for water and sewer components, and as-built plans for this phase.

With the July 7, 2022 revision, Applicant addressed all of the comments except the following: Applicant still needs to provide a dedicated colored water plan showing the proposed mains, fire hydrants, and gate valves; and provide information to facilitate a hydraulic model. Applicant is still missing cleanouts on #7 and #8 Gifford (Sheet 20) and #39 to #46 Clearview Circle (Sheet 23). Upon further review, the applicant also needs to add water mains to their profile to determine if there are any conflicts.

The Town’s water consultant, Weston & Sampson are currently performing a hydraulic model to ensure adequacy of domestic and fire protection supply.

2. Assessing: As part of the Settlement Agreement that Shepherd’s Hill Homeowner’s Association, Inc. has with the Town of Hudson, 80% of the unit owners must approve an Amendment to the Declaration extending the convertible land rights. The Applicant has supplied a copy of the affirmative vote by the HOA for Town records.

The applicant/owners must also file an Amendment to the Declaration of Condominium and submit it to the NH Attorney General office. This may occur after the Planning Board’s process.

- 3. Fire Chief: Due to the extent and complexity of this application, elements related to emergency access are still under review.

**PEER REVIEW COMMENTS AND APPLICANT’S RESPONSE**

The Peer Reviewer, Fuss & O’Neil, provided comments on June 8, 2022 (**Attachment A**) on the May 2, 2022 plan set and the Applicant submitted a response on July 7, 2022 (**Attachment C**) as well as supplemental information (**Attachment D**). A second round of peer review is expected to include the Stormwater Management and conformity with previous approvals.

**RECOMMENDATIONS**

Staff recommends the Planning Board consider if the application constitutes a Development of Regional Impact (DRI) and then consider accepting the application to begin its review. Seeing as the use and density has been vested for over 20 years and with previously approved plans even older; and that it is located in the geographic center of the Town: it is unlikely to meet the criteria as a DRI. Nevertheless, it is sound practice to address the matter on record for this application. While the application currently has some areas in need of subsequent revision and review by Town staff and peer review, the Planning Board may consider accepting the application to begin review, receive public input, and offer comments and questions to the Applicant.

Staff recommends the Applicant demonstrates to the Board’s satisfaction that the current submission and inclusive of the existing developed portions, the Shepherds Hill Development complies with its forgoing orders, decisions and agreements. Thus includes the Order in Attachment E, the Agreement in Attachment F, the Notes Sheet in Attachment G and any other provisions that may govern the development of this site.

**DRAFT MOTIONS**

**ACCEPT the site plan application:**

I move to accept the site plan application for the Residential Site Plan / Shepherds Hill, Map 177 Lot 5, Shadowbrook Drive.

Motion by: \_\_\_\_\_ Second: \_\_\_\_\_ Carried/Failed: \_\_\_\_\_

**CONTINUE the public hearing to a date certain:**

I move to continue the site plan application for the Residential Site Plan / Shepherds Hill, Map 177 Lot 5, Shadowbrook Drive, to date certain, \_\_\_\_\_, 2022.

Motion by: \_\_\_\_\_ Second: \_\_\_\_\_ Carried/Failed: \_\_\_\_\_



May 18, 2022

Subject: **Shepherd's Hill Site Plan Expansion**  
**Tax Map 117; Lot 5**  
**Shadowbrook Drive, Hudson, NH**  
KNA Project No. 17-0824-1

**Project Narrative**

The subject site is located off the private road Shadowbrook Drive via Town Road Kimball Hill Road in Hudson, NH. The parcel, referenced on Hudson's Tax Map 117 Lot 5, is located within the General (G) and Business (B) Zoning District. The 68.1-acre parcel is currently an existing Town home development called Shepherd's Hill. This final phase of the overall project calls to construct the remaining 118 townhomes previously approved for this site. The enclosed plans outline the proposed new townhome locations, grading, drainage, utilities, landscaping, and required construction details and erosions control measure to permit and build out this final phase. Lastly the new units will be serviced by municipal water and sewer.

**SITE PLAN APPLICATION**

Date of Application: May 2, 2022 Tax Map #: 177 Lot #: 5

Site Address: Shadowbrook Drive, Hudson

Name of Project: Sheperd's Hill

Zoning District: General & Business General SP#: \_\_\_\_\_  
(For Town Use Only)

Z.B.A. Action: \_\_\_\_\_

**PROPERTY OWNER:**

Name: Sheperd's Hill Home Owners Association

Address: C/O Great North Property Management

Address: 3 Holland Way, Suite 201, Exeter, NH 03833

Telephone # \_\_\_\_\_

Email: \_\_\_\_\_

**DEVELOPER:**

Jessica Manoukian

253 Main Street

Nashua, NH 03060

603-860-8307/ 603-860-6860

milehighrealestatemanagement@gmail.com

**PROJECT ENGINEER:**

Name: Keach Nordstrom Associates, Inc.

Address: 10 Commerce Park North, Suite 3

Address: Bedford, NH 03110

Telephone # 603-627-2881

Email: mpeterson@keachnordstrom.com

**SURVEYOR:**

Keach Nordstrom Associates, Inc.

10 Commerce Park North, Suite 3

Bedford, NH 03110

603-627-2881

abasso@keachnordstrom.com

**PURPOSE OF PLAN:**

The purpose of this plan set is to show the final phase of Sheperd's Hill condominium which consists of 118 residential units, parking, and associated site appurtenances.

(For Town Use Only)

Routing Date: \_\_\_\_\_ Deadline Date: \_\_\_\_\_ Meeting Date: \_\_\_\_\_

\_\_\_\_\_ I have no comments \_\_\_\_\_ I have comments (attach to form)

\_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

(Initials)

Department:

Zoning: \_\_\_ Engineering: \_\_\_ Assessor: \_\_\_ Police: \_\_\_ Fire: \_\_\_ DPW: \_\_\_ Consultant: \_\_\_

**SITE DATA SHEET**

PLAN NAME: Sheperd's Hill

PLAN TYPE: SITE PLAN

LEGAL DESCRIPTION: MAP 177 LOT 5

DATE: April 8, 2022

Location by Street: Shadowbrook Drive

Zoning: General

Proposed Land Use: Residential

Existing Use: Residential

Surrounding Land Use(s): Residential

Number of Lots Occupied: 1

Existing Area Covered by Building: 0 SF

Existing Buildings to be removed: 0

Proposed Area Covered by Building: 108,560 SF

Open Space Proposed: \_\_\_\_\_

Open Space Required: \_\_\_\_\_

Total Area: S.F.: 25.31 Acres: 1,102,562

Area in Wetland: 19,790 Area Steep Slopes: 254,070

Required Lot Size: 43,560 SF

Existing Frontage: N/A

Required Frontage: 150'

Building Setbacks: Required\* Proposed

Front: 50' 297.8'

Side: 15' 540.8'

Rear: 15' 25'

\* Lot information refers only to the condo areas known as Land Units 1 & 2 within Map 117 Lot 5

**SITE DATA SHEET**  
(Continued)

Flood Zone Reference: Maps 33044C0517D & 33011C0519D

Width of Driveways: 28'

Number of Curb Cuts: 4 onto Shadowbrook Drive

Proposed Parking Spaces: \_\_\_\_\_

Required Parking Spaces: \_\_\_\_\_

Basis of Required Parking (Use): \_\_\_\_\_

Dates/Case #/Description/Stipulations  
of ZBA, Conservation Commission,  
NH Wetlands Board Actions:  
(Attach stipulations on separate sheet) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Waiver Requests**

<i>Town Code Reference:</i>	<i>Regulation Description:</i>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

<b>(For Town Use Only)</b>
Data Sheets Checked By: _____ Date: _____



**SITE PLAN APPLICATION AUTHORIZATION**

I hereby apply for *Site Plan* Review and acknowledge I will comply with all of the Ordinances of the Town of Hudson, New Hampshire State Laws, as well as any stipulations of the Planning Board, in development and construction of this project. I understand that if any of the items listed under the *Site Plan* specifications or application form are incomplete, the application will be considered rejected.

Pursuant to RSA 674:1-IV, the owner(s) by the filing of this application as indicated above, hereby given permission for any member of the Hudson Planning Board, the Town Planner, the Town Engineer, and such agents or employees of the Town or other persons as the Planning Board may authorize, to enter upon the property which is the subject of this application at all reasonable times for the purpose of such examinations, surveys, tests and inspections as may be appropriate. The owner(s) release(s) any claim to or right he/she (they) may now or hereafter possess against any of the above individuals as a result of any examinations, surveys, tests and/or inspections conducted on his/her (their) property in connection with this applications.

Signature of Owner: *Paul Fin* Date: 1/17/22

Print Name of Owner: PAUL FIN

- ◆ If other than an individual, indicate name of organization and its principal owner, partners, or corporate officers.

Signature of Developer: *Jessica Manoukian* Date: 12-9-21

Print Name of Developer: Jessica Manoukian

- ◆ The developer/individual in charge must have control over all project work and be available to the Code Enforcement Officer/Building Inspector during the construction phase of the project. The individual in charge of the project must notify the Code Enforcement Officer/Building Inspector within two (2) working days of any change.

**AUTHORIZATION**

I, Paul Finn, am President of the Shepherds Hill Homeowners Association, Inc. (the "Association"), the organization of unit owners for the Shepherds Hill Condominium in Hudson, New Hampshire (the "Condominium") pursuant to RSA 356-B, *et seq.*, and am duly authorized by the Association's Board of Directors to authorize Jessica Manoukian to submit on the Association's behalf any and all applicable local municipal permit applications, and any and all applicable permit applications to the New Hampshire Department of Environmental Services, as they pertain to improvements on the property held in common ownership by the Condominium unit owners and controlled by the Association, which property is identified on Tax Map 177 as "Lot 5" located on Shadowbrook Road, Hudson. I further authorize Keach-Nordstrom Associates, Inc. to assist in the representation of said applications throughout the approval process.

**SHEPHERDS HILL HOMEOWNERS  
ASSOCIATION, INC.,**



By: Paul Finn, President

Date: January 19, 2022



## M E M O R A N D U M

TO: File

FROM: Steven W. Reichert PE *SWR*

DATE: June 8, 2022

RE: Town of Hudson Planning Board Review  
Shepherds Hill Site Plan  
Tax Map 117, Lot 5; Acct. #1350-512  
Fuss & O'Neill Reference No. 20030249.1980

---

The following list itemizes the set of documents reviewed related to the Shepherds Hill Site Plan, located on Shadowbrook Drive in Hudson, New Hampshire.

- Email correspondence between the Town of Hudson, Keach- Nordstrom Associates, Inc., and Fuss & O'Neill, dated May 23 to May 26, 2022.
- Letter of transmittal from Keach-Nordstrom Associates, Inc. to Fuss & O'Neill, dated May 18, 2022, received on May 23, 2022, including the following:
  1. Copy of *Site Plan Application*, dated May 2, 2022.
  2. Copy of *Project Narrative*, prepared by Keach- Nordstrom Associates, Inc., dated May 18, 2022.
  3. Copy of *Abutters List*, dated May 18, 2022.
  4. Copy of *Alteration of Terrain Application, Sheperds (sic) Hill*, prepared by Keach- Nordstrom Associates, Inc., dated May 2, 2022.
  5. Copy of *Residential Site Plant, Shepherd's Hill, Map 117; Lot 5, Shadowbrook Drive, Hudson, New Hampshire*, prepared by Keach- Nordstrom Associates, Inc., dated May 2, 2022, with no revisions noted, including the following:
    - a. Cover Sheet.
    - b. *Master Site Plan*, Sheets 1 to 3 of 51.
    - c. *Existing Conditions Plan*, Sheets 4 to 7 of 51.
    - d. *Removals/Demolition Plan*, Sheets 8 to 11 of 51.
    - e. *Residential Site Layout Plan*, Sheets 12 to 15 of 51.
    - f. *Grading & Drainage Plan*, Sheets 16 to 19 of 51.
    - g. *Utility Plan*, Sheets 20 to 23 of 51.
    - h. *Erosion Control Plan*, Sheets 24 to 27 of 51.
    - i. *Landscape Plan*, Sheets 28 to 31 of 51.
    - j. *Lighting Plan*, Sheets 32 to 35 of 51.
    - k. *Roadway Profiles*, Sheets 36 to 39 of 51.
    - l. *Sewer Plan & Profile*, Sheet 40 of 51.
    - m. *Construction Details*, Sheets 41 to 51 of 51.

SWR:elc

cc: Brian Groth – Town of Hudson  
Town of Hudson Engineering Division – File



June 8, 2022

Mr. Brian Groth  
Town Planner  
Town of Hudson  
12 School Street  
Hudson, NH 03051

Re: Town of Hudson Planning Board Review  
Shepherd's Hill Site Plan, Shadowbrook Drive  
Tax Map 177 Lot 5; Acct. #1350-512  
Reference No. 20030249.1980

Dear Mr. Groth:

Fuss & O'Neill (F&O) has reviewed the first submission of the materials received on May 18, 2022, related to the above-referenced project. Authorization to proceed was received on May 23, 2022. A list of items reviewed is enclosed. The scope of our review is based on the Site Plan Review Codes, Stormwater Codes, Driveway Review Codes, Sewer Use Ordinance 77, Zoning Regulations, and criteria outlined in the CLD Consulting Engineers Proposal approved September 16, 2003, revised September 20, 2004, June 4, 2007, September 3, 2008, and October 2015.

We have included a copy of Fuss & O'Neill's evaluation of the checklist for your reference. We note that several items could not be verified by Fuss & O'Neill and require action by the Town.

The project consists of the final phases of a residential town home development on a previously developed site, with 118 units to be constructed. Proposed improvements to the site also include the construction of driveways, parking areas, drainage improvements, landscaping, lighting and other associated site improvements. The proposed buildings will be serviced by public water and sewer.

The following items are noted:

**1. Site Plan Review Codes (HR 275)**

- a. HR 275-6.I. The scope of this review does not include the adequacy of any fire protection provisions for the proposed building. The applicant has proposed to relocate an existing fire hydrant to the eastern Gifford Circle intersection with Shadowbrook Drive. No other new or relocated hydrants are proposed for the site.
- b. HR 275-8.C.(2) and Zoning Ordinance (ZO) 334-15.A. The applicant has provided parking calculations on the plan set. The applicant has noted that 236 parking spaces are required and 254 spaces are provided, including 16 visitor spaces. We note that only 8 visitor spaces are provided on the plans, with 4 at Gifford Circle (Phase V) and 4 at Trinity Circle (Phase VI). No visitor spaces are proposed for Clearview Circle (Phase VII).
- c. HR 275-9.C.(11). The applicant has not shown any handicap parking on the plan set.
- d. HR 275-9.F. The applicant did not provide copies of any easements or deeds as part of the package received for review.

50 Commercial Street  
Manchester, NH  
03101  
t 603.668.8223  
800.286.2469  
[www.fando.com](http://www.fando.com)  
  
California  
Connecticut  
Maine  
Massachusetts  
New Hampshire  
Rhode Island  
Vermont



Mr. Brian Groth  
June 8, 2022  
Page 2 of 6

## 2. Administrative Review Codes (HR 276)

- a. HR 276-7. The applicant did not list any waivers on the plan set nor include any waiver requests in the package received for review.
- b. HR 276-11.1.B.(6). The owner's signature was not provided on the plans. The applicant did provide a location for the signature.
- c. HR 276-11.1.B.(13). The applicant has not included details for any proposed site signage other than traffic signs.
- d. HR 276-11.1.B.(15). The applicant has not provided the locations of all buildings within 50 feet of the site.
- e. HR 276-11.1.B.(16). The applicant has not provided the locations of all driveways and travel ways within 200 feet of the site.
- f. HR 276-11.1.B.(20). The applicant has not labeled the size or height of the existing buildings or shown existing landscaping on the plan set.
- g. HR 276-11.1.B.(23). The applicant has noted the proposed circumferential highway corridor is just north of the subject site.
- h. HR 276-11.1.B.(24). The applicant has not provided the open space calculations on the plan set.

## 3. Driveway Review Codes (HR 275-8.B. (34)/Chapter 193)

- a. HR 193.10.E. The applicant has not provided any sight distances on the plans for the proposed circles at their intersections with Shadowbrook Drive.
- b. Engineering Technical Guideline & Typical Details (ETGTD) 515.3. The applicant has proposed streets with a horizontal curve radius of less than 150 feet. We note that the proposed roadway is to be private but the applicant should review the road design with the Town to ensure it meets standards for safety, emergency vehicle access, and snowplow turning/access.
- c. ETGTD 520.3. The applicant has proposed a crest on Gifford Circle with a K value that's less than the minimum required by the Standard. We note that this vertical curve is at the approach to a stop condition at Shadowbrook Drive, which the Standard says should be evaluated on an individual basis. The applicant should evaluate this proposed grading in conjunction with the exiting Shadowbrook Drive grading which is not shown on the profile.
- d. ETGTD Detail R-1. The applicant has proposed 1 inch of wearing course instead of the 1.5 inches required by the Hudson Standard.

## 4. Traffic

- a. HR 275-9.B. The applicant has not provided any traffic information as part of their review package.



Mr. Brian Groth

June 8, 2022

Page 3 of 6

## 5. Utility Design/Conflicts

- a. ETGTD Section 701. The applicant should verify that the existing sewer mains that are being connected to have adequate capacity for the additional wastewater volumes from the proposed units.
- b. ETGTD Section 720.8.3. The applicant has not provided a cleanout for the proposed sewer service connections at each unit. The applicant should confirm that the onsite sewer main will be private and maintained by the development.
- c. ETGTD Section 801. The applicant should verify with the Town that the existing water main has adequate flow and pressure to meet both domestic and fire suppression requirements for this site.
- d. The applicant has proposed a large number of utility crossings on the plan set to serve the units. The applicant has provided 2 crossing details on the plan set but we note that not enough detail was provided to ensure that there are not conflicts with the large number of crossings.
- e. ETGTD Section 825.2.13. The applicant has noted 'Approved Fire Hydrant' on the Hydrant Installation detail but has not noted the proposed hydrant brand or model. Hydrant models approved for use in Hudson are included in the referenced technical specification (US Pipe Metropolitan 250 (M-94), or Mueller Super Centurion A-423).
- f. The Town and the applicant should review and clarify who will own and maintain the sewer and water lines within the private streets and development.
- g. ETGTD Detail W-11. The Town Standard detail requires curb stops where a development is on community property to be located 5' out of pavement or 12' maximum from edge of pavement. Some proposed curb stop locations don't meet these requirements.
- h. The proposed sewer connection into SMH #15 appears to be less than 10 feet from the existing Clearview Circle water main. We note that the plans show the existing Clearview Circle water and sewer mains less than 10 feet apart between units 36 and 30.

## 6. Drainage Design/Stormwater Management (HR 275-9.A./Chapter 290)

- a. HR 290-5.A.1. & 290-5.A.3. The applicant should provide language in the Drainage Report stating if and how low impact development (LID) strategies for stormwater runoff were evaluated for this project.
- b. HR 290-5.A.11. The applicant should provide additional information on the treatment of the roadway runoff from Subcatchment 72S making its way into Infiltration Pond #2 (32P). The write up states use of 1' of separation over ESHWT for stormwater and correlates with the BMP Worksheet. The applicant should provide treatment criteria for the roadway portion prior to infiltration.
- c. HR 290-6.A.8. We note the requirement of the applicant to coordinate a pre-construction meeting with the Town Engineer.
- d. HR 290-6.A.9. The applicant should revise Erosion Control and Turf Establishment Notes on Plan Sheet #51 to state the "not to exceed 30 days, and temporary stabilization within 5 days of initial disturbance".
- e. HR 290-7.A.6. The applicant should provide information as to how the stormwater system is designed to account for frozen ground conditions of the infiltration trenches as the subsurface system is below the frost line.



Mr. Brian Groth

June 8, 2022

Page 4 of 6

- f. HR 290-7.B.13. The applicant should provide the soil scientist stamp upon the final Plan Set.
- g. HR 290-7.B.14. The applicant should provide the wetlands scientist stamp upon the final Plan Set.
- h. HR 290-8.A.4. & 5. We note the requirement of the applicant to coordinate the need for a Bond or Escrow with the Town Engineer.
- i. HR 290-a.A.10.A. The applicant should keep the Town informed of all communication with NHDES in relation to the required Alteration of Terrain and Wetlands Permits being requested to ensure NHDES comments do not alter drainage design/calculations. We note that additional items will be required for the NHDES AoT Permit, which could potentially affect the stormwater calculations and/or construction of the site. Please provide additional detail on the following items:
  - i. We note the phasing of the site will be required to meet or request a waiver from the 5-acre disturbed area limit from NHDES Env-1505.03.
  - ii. We note the phasing of the site will be required to meet or request a waiver from the 1-acre winter disturbed area limit from NHDES Env-1505.06(b)(1).
- j. ETGTD 910.8. The applicant should illustrate any required underdrains within a cut, and note the limits upon the plan set and where the underdrains tie into the drainage system.
- k. ETGTD 920.2. The applicant should provide a larger more legible version of the Pre- and Post- Routing Diagrams. We are unable to confirm intended design routing when compared with the analysis and watershed plans.
- l. ETGTD 920.2. The applicant should review the need for a subcatchment boundary between Subcatchments 22S and 45S.
- m. ETGTD 930.4. We note that the proposed stormwater design utilizes pipe slopes of less than the required 2.0%. The applicant should illustrate that the drain line velocities are self-cleaning.
- n. ETGTD 930.10. We note the Town Requirement of curb inlet drainage structures at all vertical sags. CB#3 and CB#30 are designed at a vertical sag. We note that CB #30 is proposed to be located within the adjacent unit's driveway, not against curbing.
- o. The applicant has proposed installing catch basin CB#11 in the center of unit #33/34's driveway on Trinity Circle. Proposed grading does not appear to direct much stormwater flow to this structure which doesn't have adjacent curbing.
- p. The applicant should review the grading in front of units 7 & 8 at Gifford Circle (sheet 16). The grades appear to create puddling at the building garage doors.
- q. The applicant has shown roof drains at units 7 and 8 of Trinity Circle that do not appear to connect to anything. The applicant should clarify the intent for these drains.
- r. The applicant will be required to comply with all provisions of the Town of Hudson's MS4 permit, including but not limited to annual reporting requirements, construction site stormwater runoff control, and record keeping requirements. The applicant has noted that the project meets the 2019 MS4 requirements.
- s. Please note that this review was carried out in accordance with applicable regulations and standards in place in New Hampshire at this time. Note that conditions at the site, including average weather conditions, patterns and trends, and design storm characteristics,



Mr. Brian Groth

June 8, 2022

Page 5 of 6

may change in the future. In addition, future changes in federal, state, or local laws, rules, or regulations, or in generally accepted scientific or industry information concerning environmental, atmospheric, and geotechnical conditions and developments may affect the information and conclusions set forth in this review. In no way shall Fuss & O'Neill be liable for any of these changed conditions that may impact the review, regardless of the source of or reason for such changed conditions. Other than as described herein, no other investigation or analysis has been requested by the Client or performed by Fuss & O'Neill in preparing this review.

#### **7. Zoning (ZO 334)**

- a. ZO 334-14.A. The applicant has not provided proposed building heights on the plan set. The applicant should consider adding a note that states the buildings will be under 38 feet in height.
- b. ZO 334-17 & 334-21. The applicant has noted that the subject parcel is located within the Business (B) and General (G) zoning district. The proposed use is not permitted by the Ordinance within the General district. The applicant should note any previously received variances on the plan set.
- c. ZO 334-33. The applicant has not shown any proposed impacts to the wetlands or wetlands setbacks on the plan set.
- d. ZO 334-60. The applicant has not provided any information for any additional proposed signs on site, except for traffic and parking signage.
- e. ZO 334-83 and HR 218-4.E. The applicant has noted that the site is not located within a designated flood hazard area.

#### **8. Erosion Control/Wetland Impacts**

- a. The Town of Hudson should reserve the right to require any additional erosion control measures as needed. The applicant has noted this on the plans.

#### **9. Landscaping (HR 275-8.C.(7) & 276-11.1.B.(20)) and Lighting (HR 276-11.1.B.(14))**

- a. HR 275-8.C.(7). The applicant has not provided landscape calculations to show they meet the Regulation in this section. Trees are shown on the plan set as well as a typical unit landscape.
- b. HR 276-11.1.B.(14). The applicant has shown lighting fixture locations on the plans with details and photometric information.
- c. HR 276-11.1.B.(14). The applicant should note if the proposed lighting will be on during all night time hours, or provide the hours of operation on the plan set.
- d. The applicant should review the proposed tree locations for conflicts with underground utilities. It appears the trees conflict with underground utilities at multiple locations.
- e. The applicant has proposed light pole locations that are immediately adjacent to curbing and may be subject to snowplow damage.

#### **10. State and Local Permits (HR 275-9.G.)**

- a. HR 275-9.G. The applicant should list all the required permits and statuses on the plan set.





Mr. Brian Groth  
June 8, 2022  
Page 6 of 6

- b. HR 275-9.G. The applicant noted the need to create a SWPPP for the site and file a Notice of Intent with EPA.
- c. HR 275-9.G. The applicant did not provide copies of any applicable Town, State or Federal approvals or permits in the review package.
- d. The applicant has shown some areas with significant cuts to be performed. If blasting is required the applicant is reminded of the requirements in Hudson Regulation 202.
- e. Additional local and state permitting may be required.

**11. Other**

- a. ETGTD Section 565.1.1. The applicant is reminded of Town of Hudson requirements for the importing of off-site fill materials for use in constructing this project. It is recommended that these requirements be stated on the plans for the Contractors attention.
- b. We note the Redi-Rock retaining wall detail on the plan set calls for a maximum wall height of seven-foot six inches. Based on the wall elevations shown on the plan for Trinity Circle, the proposed maximum wall heights are much larger than this dimension, exceeding 17 feet in one location. The applicant should include appropriate details in the plans, and provide a retaining wall design prepared by a New Hampshire licensed professional engineer for the Town's review.
- c. The applicant should review the contour labelling between units 8 and 9 on Gifford Circle. One of the F294 contours appears to be incorrect.
- d. We note that there are several different spellings of the project title. The cover of the Alteration of Terrain application spells it as 'Sheperds Hill', the Applicant is noted as 'Shepherds Hill, LLC', and the plan set title is 'Shepherd's Hill'.

Please feel free to call if you have any questions.

Very truly yours,

Steven W. Reichert, P.E.

**Steven W. Reichert, PE**

Digitally signed by Steven W. Reichert, PE  
DN: cn=Steven W. Reichert, PE, c=US, o=Fuss & O'Neill, Inc., ou=Fuss & O'Neill, Inc., email=sreichert@fando.com  
Date: 2022.06.08 16:22:32 -0400

SWR:

Enclosure

cc: Town of Hudson Engineering Division – File  
Keach- Nordstrom Associates, Inc. - mpeterson@keachnordstrom.com

**Groth, Brian**

---

**From:** Dhima, Elvis  
**Sent:** Monday, June 27, 2022 9:20 AM  
**To:** Groth, Brian  
**Cc:** Steve Reichert; Kirkland, Donald  
**Subject:** RE: Plan Review - Shepherds Hill

Brian

Please see below

1. Applicant shall provide all sewer clean out locations
2. If the sewer cleanouts are located on driveway , they will be equipped with metal gate cover. Please provide detail to incorporate this requirement
3. Applicant shall relocate water shut offs off the driveway or provide metal gate cover. Please provide detail to incorporate this requirement
4. Applicant shall provide a gate valve on Trinity Circle around station 4+00
5. On Clearview Circle the applicant shall provide a gate valve at station 0+60 , 4+00 and 8+00
6. Proposed sewer main shall remain private and responsibility of the association.
7. Proposed sewer main shall be subject to acknowledgement prior to any Certificate of Occupancy gets issued.
8. Proposed water main shall meet current standards and shall be subject to Town acceptance with a 20 foot access easement.
9. Proposed fire hydrant shall be located no less than 300 feet apart.
10. Applicant shall provide a dedicated colored water plan showing the proposed mains ( blue) , fire hydrants (red) and gate valves.
11. Applicant shall provide a construction bond for all water and sewer components in addition to and as-built plans, subject to Engineering Department Review and Planning Board approval, prior to recording the plans.
12. Applicant shall provide an as-built plan for this phase.

E

*Elvis Dhima, P.E.*  
**Town Engineer**

12 School Street  
Hudson, NH 03051  
Phone: (603) 886-6008  
Mobile: (603) 318-8286





# TOWN OF HUDSON

Office of the Chief Assessor

Jim Michaud  
Chief Assessor, CAE  
email: [jmichaud@hudsonnh.gov](mailto:jmichaud@hudsonnh.gov)  
[www.hudsonnh.gov](http://www.hudsonnh.gov)

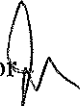


---

12 School Street · Hudson, New Hampshire 03051 · Tel: 603-886-6009 · Fax: 603-598-6481

To: Brian Groth, Town Planner

June 27, 2022

From: Jim Michaud, Chief Assessor 

Re: Shepherds Hill – Final Phases reconfiguration

The following questions need to have answers addressed to the Assessing Department as part of the Settlement Agreement that Shepherds Hill Homeowner's Association, Inc. has with the Town of Hudson as found at Hillsborough County Registry of Deeds, Book 8835 Page 2477.

1. Have 80% of the unit owners at Shepherds Hill approved an Amendment to the Declaration extending the convertible land rights in accordance with RSA 356-B:54 V ? If so, please provide a full and true copy of that approval.
2. Has the applicant/owners filed an amendment to the Declaration of Condominium and submitted it to the NH Attorney General office? If so, please provide a full and true copy of that amendment.

### Notes:

Project Narrative form, and an area of the Site Data sheet, references incorrect map/lot, the correct Map and Lot is; Tax Map 177 Lot 005 Sublot 000

The FINAL assignment of Sublot's #'s for this proposal will be assigned by the Assessing Department, to be placed on the plan prior to recording, at a future date, after the Planning Board has had more deliberations on the proposal, some of which may impact number of units, layout, etc.

This activity will be coordinated with the Fire Department to ensure consistent street addressing etc, once FINAL assignment of Sublot's is completed.

Existing Map/Lot assignment from prior plans - NO HOMES EVER BUILT	Existing Street Address assignment from prior plans - NO HOMES EVERBUILT	New Proposed Plan showing Unit Numbers	DRAFT - Map/Lot number re-assignments from proposed plan	New Proposed Plan - Showing Possible Street Names
177-005-211	1 B MAITLAND CT	1	177-005-211	Gifford Circle
177-005-212	1 A MAITLAND CT	2	177-005-212	Gifford Circle
177-005-213	3 B MAITLAND CT	3	177-005-213	Gifford Circle
177-005-214	3 A MAITLAND CT	4	177-005-214	Gifford Circle
177-005-215	5 B MAITLAND CT	5	177-005-215	Gifford Circle
177-005-216	5 A MAITLAND CT	6	177-005-216	Gifford Circle
177-005-217	7 B MAITLAND CT	7	177-005-217	Gifford Circle
177-005-218	7 A MAITLAND CT	8	177-005-218	Gifford Circle
177-005-219	9 B MAITLAND CT	9	177-005-219	Gifford Circle
177-005-220	9 A MAITLAND CT	10	177-005-220	Gifford Circle
177-005-222	11 A MAITLAND CT	11	177-005-222	Gifford Circle
177-005-223	13 B MAITLAND CT	12	177-005-223	Gifford Circle
177-005-224	13 A MAITLAND CT	13	177-005-224	Gifford Circle
177-005-225	15 B MAITLAND CT	14	177-005-225	Gifford Circle
177-005-226	15 A MAITLAND CT	15	177-005-226	Gifford Circle
177-005-227	17 B MAITLAND CT	16	177-005-227	Gifford Circle
177-005-228	17 A MAITLAND CT	17	177-005-228	Gifford Circle
177-005-229	19 B MAITLAND CT	18	177-005-229	Gifford Circle
177-005-230	19 A MAITLAND CT	19	177-005-230	Gifford Circle
177-005-231	21 B MAITLAND CT	20	177-005-231	Gifford Circle
177-005-232	21 A MAITLAND CT	21	177-005-232	Gifford Circle
177-005-233	6 B MAITLAND CT	22	177-005-233	Gifford Circle
177-005-234	6 A MAITLAND CT	23	177-005-234	Gifford Circle
177-005-235	4 B MAITLAND CT	24	177-005-235	Gifford Circle
177-005-236	4 A MAITLAND CT	1	177-005-236	Trinity Circle
177-005-237	2 A DOGWOOD CT	2	177-005-237	Trinity Circle
177-005-238	2 B DOGWOOD CT	3	177-005-238	Trinity Circle
177-005-239	4 A DOGWOOD CT	4	177-005-239	Trinity Circle
177-005-240	4 B DOGWOOD CT	5	177-005-240	Trinity Circle
177-005-241	6 A DOGWOOD CT	6	177-005-241	Trinity Circle
177-005-242	6 B DOGWOOD CT	7	177-005-242	Trinity Circle
177-005-243	8 A DOGWOOD CT	8	177-005-243	Trinity Circle
177-005-244	8 B DOGWOOD CT	9	177-005-244	Trinity Circle
177-005-245	10 A DOGWOOD CT	10	177-005-245	Trinity Circle
177-005-246	10 B DOGWOOD CT	11	177-005-246	Trinity Circle

Existing Map/Lot assignment from prior plans - NO HOMES EVER BUILT	Existing Street Address assignment from prior plans - NO HOMES EVERBUILT	New Proposed Plan showing Unit Numbers	DRAFT - Map/Lot number re-assignments from proposed plan	New Proposed Plan - Showing Possible Street Names
177-005-247	12 A DOGWOOD CT	12	177-005-247	Trinity Circle
177-005-248	12 B DOGWOOD CT	13	177-005-248	Trinity Circle
177-005-249	14 A DOGWOOD CT	14	177-005-249	Trinity Circle
177-005-250	14 B DOGWOOD CT	15	177-005-250	Trinity Circle
177-005-251	16 A DOGWOOD CT	16	177-005-251	Trinity Circle
177-005-252	16 B DOGWOOD CT	17	177-005-252	Trinity Circle
177-005-253	13 A DOGWOOD CT	18	177-005-253	Trinity Circle
177-005-254	13 B DOGWOOD CT	19	177-005-254	Trinity Circle
177-005-255	11 A DOGWOOD CT	20	177-005-255	Trinity Circle
177-005-256	11 B DOGWOOD CT	21	177-005-256	Trinity Circle
177-005-257	3 A DOGWOOD CT	22	177-005-257	Trinity Circle
177-005-258	3 B DOGWOOD CT	23	177-005-258	Trinity Circle
177-005-259	1 A DOGWOOD CT	24	177-005-259	Trinity Circle
177-005-260	1 B DOGWOOD CT	25	177-005-260	Trinity Circle
177-005-261	3 A CYPRESS CT	26	177-005-261	Trinity Circle
177-005-262	3 B CYPRESS CT	27	177-005-262	Trinity Circle
177-005-263	1 A CYPRESS CT	28	177-005-263	Trinity Circle
177-005-264	1 B CYPRESS CT	29	177-005-264	Trinity Circle
177-005-265	4 A CYPRESS CT	30	177-005-265	Trinity Circle
177-005-266	4 B CYPRESS CT	31	177-005-266	Trinity Circle
177-005-267	6 A CYPRESS CT	32	177-005-267	Trinity Circle
177-005-268	6 B CYPRESS CT	33	177-005-268	Trinity Circle
177-005-269	10 A CYPRESS CT	34	177-005-269	Trinity Circle
177-005-270	10 B CYPRESS CT	35	177-005-270	Trinity Circle
177-005-271	12 A CYPRESS CT	36	177-005-271	Trinity Circle
177-005-272	12 B CYPRESS CT	37	177-005-272	Trinity Circle
177-005-273	14 A CYPRESS CT	38	177-005-273	Trinity Circle
177-005-274	14 B CYPRESS CT	39	177-005-274	Trinity Circle
Lot 275 in use	--	--	--	--
Lot 276 in use	--	--	--	--
177-005-277	15 A CYPRESS CT	40	177-005-277	Trinity Circle
177-005-278	15 B CYPRESS CT	41	177-005-278	Trinity Circle
177-005-279	13 A CYPRESS CT	42	177-005-279	Trinity Circle
177-005-280	13 B CYPRESS CT	43	177-005-280	Trinity Circle
177-005-281	11 A CYPRESS CT	44	177-005-281	Trinity Circle
177-005-282	11 B CYPRESS CT	45	177-005-282	Trinity Circle

Existing Map/Lot assignment from prior plans - NO HOMES EVER BUILT	Existing Street Address assignment from prior plans - NO HOMES EVERBUILT	New Proposed Plan showing Unit Numbers	DRAFT - Map/Lot number re-assignments from proposed plan	New Proposed Plan - Showing Possible Street Names
177-005-283	9 A CYPRESS CT	46	177-005-283	Trinity Circle
177-005-284	9 B CYPRESS CT	47	177-005-284	Trinity Circle
177-005-285	7 A CYPRESS CT	48	177-005-285	Trinity Circle
177-005-286	7 B CYPRESS CT	1	177-005-286	Clearview Circle
177-005-287	5 A CYPRESS CT	2	177-005-287	Clearview Circle
177-005-288	5 B CYPRESS CT	3	177-005-288	Clearview Circle
177-005-289	18 A MAITLAND CT	4	177-005-289	Clearview Circle
177-005-290	18 B MAITLAND CT	5	177-005-290	Clearview Circle
Lot 291 thru 328 in use	--	--	--	--
177-005-329	17 A CLEARVIEW CIR	6	177-005-329	Clearview Circle
177-005-330	17 B CLEARVIEW CIR	7	177-005-330	Clearview Circle
177-005-331	15 A CLEARVIEW CIR	8	177-005-331	Clearview Circle
177-005-332	15 B CLEARVIEW CIR	9	177-005-332	Clearview Circle
177-005-333	2 A IROQUOIS CT	10	177-005-333	Clearview Circle
177-005-334	2 B IROQUOIS CT	11	177-005-334	Clearview Circle
177-005-335	4 A IROQUOIS CT	12	177-005-335	Clearview Circle
177-005-336	4 B IROQUOIS CT	13	177-005-336	Clearview Circle
177-005-337	6 A IROQUOIS CT	14	177-005-337	Clearview Circle
177-005-338	6 B IROQUOIS CT	15	177-005-338	Clearview Circle
177-005-339	4 A SEMINOLE CT	16	177-005-339	Clearview Circle
177-005-340	4 B SEMINOLE CT	17	177-005-340	Clearview Circle
177-005-341	4 C SEMINOLE CT	18	177-005-341	Clearview Circle
177-005-342	6 A SEMINOLE CT	19	177-005-342	Clearview Circle
177-005-343	5 A IROQUOIS CT	20	177-005-343	Clearview Circle
177-005-344	5 B IROQUOIS CT	21	177-005-344	Clearview Circle
177-005-345	3 A IROQUOIS CT	22	177-005-345	Clearview Circle
177-005-346	3 B IROQUOIS CT	23	177-005-346	Clearview Circle
177-005-347	6 B SEMINOLE CT	24	177-005-347	Clearview Circle
177-005-348	6 C SEMINOLE CT	25	177-005-348	Clearview Circle
177-005-349	15 B SEMINOLE CT	26	177-005-349	Clearview Circle
177-005-350	15 A SEMINOLE CT	27	177-005-350	Clearview Circle
177-005-351	17 B SEMINOLE CT	28	177-005-351	Clearview Circle
177-005-352	17 A SEMINOLE CT	29	177-005-352	Clearview Circle
177-005-353	11 B SEMINOLE CT	30	177-005-353	Clearview Circle
177-005-354	11 A SEMINOLE CT	31	177-005-354	Clearview Circle
177-005-355	13 B SEMINOLE CT	32	177-005-355	Clearview Circle

Existing Map/Lot assignment from prior plans - NO HOMES EVER BUILT	Existing Street Address assignment from prior plans - NO HOMES EVERBUILT	New Proposed Plan showing Unit Numbers	DRAFT - Map/Lot number re-assignments from proposed plan	New Proposed Plan - Showing Possible Street Names
177-005-356	13 A SEMINOLE CT	33	177-005-356	Clearview Circle
177-005-357	5 B SEMINOLE CT	34	177-005-357	Clearview Circle
177-005-358	5 A SEMINOLE CT	35	177-005-358	Clearview Circle
177-005-359	5 B CLEARVIEW CIR	36	177-005-359	Clearview Circle
177-005-360	5 A CLEARVIEW CIR	37	177-005-360	Clearview Circle
177-005-361	3 B CLEARVIEW CIR	38	177-005-361	Clearview Circle
177-005-362	3 A CLEARVIEW CIR	39	177-005-362	Clearview Circle
177-005-363	7 B SEMINOLE CT	40	177-005-363	Clearview Circle
177-005-364	7 A SEMINOLE CT	41	177-005-364	Clearview Circle
177-005-365	3 A SEMINOLE CT	42	177-005-365	Clearview Circle
177-005-366	3 B SEMINOLE CT	43	177-005-366	Clearview Circle
177-005-367	7 A SEQUOIA CT	44	177-005-367	Clearview Circle
177-005-368	7 B SEQUOIA CT	45	177-005-368	Clearview Circle
177-005-369	5 A SEQUOIA CT	46	177-005-369	Clearview Circle



July 7, 2022

Brian Groth  
 Town Planner  
 Town of Hudson  
 12 School Street  
 Hudson, New Hampshire 03051

**Subject: Response to Fuss & O’Neill Review Letter  
 Sheperds Hill Site Plan, Shadowbrook Drive  
 Tax Map 177, Lot 5  
 KNA Project No. 17-0824-1**

Dear Mr. Groth:

Our office is in receipt of Fuss & O’Neill’s review comments dated June 8, 2022. Based on the comments, we have made the required modifications to the plan set and attached a copy for final review. A response to each comment has been provided below.

**Site Plan Review Codes (HR 275)**

1. HR 275-6.I. The scope of this review does not include the adequacy of any fire protection provisions for the proposed building. The applicant has proposed to relocate an existing fire hydrant to the eastern Gifford Circle intersection with Shadowbrook Drive. No other new or relocated hydrants are proposed for the site.

*No further comment.*

2. HR 275-8.C.(2) and Zoning Ordinance (ZO) 334-15.A. The applicant has provided parking calculations on the plan set. The applicant has noted that 236 parking spaces are required and 254 spaces are provided, including 16 visitor spaces. We note that only 8 visitor spaces are provided on the plans, with 4 at Gifford Circle (Phase V) and 4 at Trinity Circle (Phase VI). No visitor spaces are proposed for Clearview Circle (Phase VII).

*With two parking spaces per unit, the proposed visitor spaces, and the existing visitor spaces by the clubhouse we feel that this provides enough parking for residents and guests included.*

3. HR 275-9.C.(11). The applicant has not shown any handicap parking on the plan set.

*No further comment.*



4. HR 275-9.F. The applicant did not provide copies of any easements or deeds as part of the package received for review.

*A proposed utility easement has been included in this submittal.*

**Administrative Review Codes (HR 276)**

1. HR 276-7. The applicant did not list any waivers on the plan set nor include any waiver requests in the package received for review.

*No waivers are being requested for this project.*

2. HR 276-11.1.B.(6). The owner's signature was not provided on the plans. The applicant did provide a location for the signature.

*The owner's signature will be included in the final plan set.*

3. HR 276-11.1.B.(13). The applicant has not included details for any proposed site signage other than traffic signs.

*No other site signage is proposed.*

4. HR 276-11.1.B.(15). The applicant has not provided the locations of all buildings within 50 feet of the site.

*All buildings within 500' are now shown on the Master Site Plan, Sheets 1 through 3.*

5. HR 276-11.1.B.(16). The applicant has not provided the locations of all driveways and travel ways within 200 feet of the site.

*All streets within 200' are now shown on the Master Site Plan, Sheets 1 through 3.*

6. HR 276-11.1.B.(20). The applicant has not labeled the size or height of the existing buildings or shown existing landscaping on the plan set.

*Height of existing structures are now labeled on sheets 2 and 3 and existing treelines are shown throughout the plan set.*

7. HR 276-11.1.B.(23). The applicant has noted the proposed circumferential highway corridor is just north of the subject site.

*No further comment.*

8. HR 276-11.1.B.(24). The applicant has not provided the open space calculations on the plan set.

*Open space calculations are now included on sheet 1 as note 15.*

**Driveway Review Codes (HR 257-8.B. (34)/Chapter 193)**

- 1. HR 193.10.E. The applicant has not provided any sight distances on the plans for the proposed circles at their intersections with Shadowbrook Drive.

*Shadowbrook Drive is located within an existing development and therefore has low traffic volumes. Sight distance plans will be submitted under a separate cover.*

- 2. Engineering Technical Guideline & Typical Details (ETGTD) 515.3. The applicant has proposed streets with a horizontal curve radius of less than 150 feet. We note that the proposed roadway is to be private but the applicant should review the road design with the Town to ensure it meets standards for safety, emergency vehicle access, and snowplow turning/access.

*Noted.*

- 3. ETGTD 520.3. The applicant has proposed a crest on Gifford Circle with a K value that's less than the minimum required by the Standard. We note that this vertical curve is at the approach to a stop condition at Shadowbrook Drive, which the Standard says should be evaluated on an individual basis. The applicant should evaluate this proposed grading in conjunction with the exiting Shadowbrook Drive grading which is not shown on the profile.

*Noted.*

- 4. ETGTD Detail R-1. The applicant has proposed 1 inch of wearing course instead of the 1.5 inches required by the Hudson Standard.

*Details on sheet 41 have been updated to show 1.5" wearing course.*

**Traffic**

- 1. HR 275-9.B. The applicant has not provided any traffic information as part of their review package.

*Per 275-9.B. traffic information can be provided if the Town or Board require it.*

- 2. ETGTD Section 701. The applicant should verify that the existing sewer mains that are being connected to have adequate capacity for the additional wastewater volumes from the proposed units.

*The appropriate entity has been contacted. Once a response is received it will be submitted.*

- 3. ETGTD Section 720.8.3. The applicant has not provided a cleanout for the proposed sewer service connections at each unit. The applicant should confirm that the onsite sewer main will be private and maintained by the development.

***Cleanouts have been added to the Utility Plans, sheets 20 through 23.***

4. ETGTD Section 801. The applicant should verify with the Town that the existing water main has adequate flow and pressure to meet both domestic and fire suppression requirements for this site.

***The appropriate entity has been contacted. Once a response is received it will be submitted.***

5. The applicant has proposed a large number of utility crossings on the plan set to serve the units. The applicant has provided 2 crossing details on the plan set but we note that not enough detail was provided to ensure that there are not conflicts with the large number of crossings.

***We recognize that there are a significant amount of service crossings. The main lines for each utility were designed to minimize conflicts, but we are aware that during construction there will need to be work done in the field to ensure that separation complies with Town standards.***

6. ETGTD Section 825.2.13. The applicant has noted 'Approved Fire Hydrant' on the Hydrant Installation detail but has not noted the proposed hydrant brand or model. Hydrant models approved for use in Hudson are included in the referenced technical specification (US Pipe Metropolitan 250 (M-94), or Mueller Super Centurion A-423).

***The hydrant installation detail has been updated to reflect the two approved hydrant types.***

7. The Town and the applicant should review and clarify who will own and maintain the sewer and water lines within the private streets and development.

***The town shall own and maintain the proposed water lines, while the applicant shall own and maintain the proposed sewer lines.***

8. ETGTD Detail W-11. The Town Standard detail requires curb stops where a development is on community property to be located 5' out of pavement or 12' maximum from edge of pavement. Some proposed curb stop locations don't meet these requirements.

***The town detail w-13 (water service box in paved areas) has been added to sheet 43.***

9. The proposed sewer connection into SMH #15 appears to be less than 10 feet from the existing Clearview Circle water main. We note that the plans show the existing Clearview Circle water and sewer mains less than 10 feet apart between units 36 and 30.

*This portion of water service is now shown as proposed and is located 10 ft from the sewer main. This can be seen on sheet 22.*

**Drainage Design/Stormwater Management (HR 275-9.A./Chapter 290)**

1. HR 290-5.A.1. & 290-5.A.3. The applicant should provide language in the Drainage Report stating if and how low impact development (LID) strategies for stormwater runoff were evaluated for this project.

*LID description has been added to the Stormwater Management Report.*

2. HR 290-5.A.11. The applicant should provide additional information on the treatment of the roadway runoff from Subcatchment 72S making its way into Infiltration Pond #2 (32P). The write up states use of 1' of separation over ESHWT for stormwater and correlates with the BMP Worksheet. The applicant should provide treatment criteria for the roadway portion prior to infiltration.

*Once off the roadway there is approximately 80' of overland flow before the run-off reaches the infiltration pond, but we are waiting for further feedback from AOT.*

3. HR 290-6.A.8. We note the requirement of the applicant to coordinate a pre-construction meeting with the Town Engineer.

*A note reflecting this requirement has been added to sheet 1 as note 14.*

4. HR 290-6.A.9. The applicant should revise Erosion Control and Turf Establishment Notes on Plan Sheet #51 to state the "not to exceed 30 days, and temporary stabilization within 5 days of initial disturbance".

*Note 1 of the Erosion Control Notes on sheet 51 has been updated to reflect the 30 and 5 day timeline.*

5. HR 290-7.A.6. The applicant should provide information as to how the stormwater system is designed to account for frozen ground conditions of the infiltration trenches as the subsurface system is below the frost line.

*The HydroCAD model takes into account the frozen ground conditions in it's calculations. The 2 year frozen storm event is the run-off during frozen ground conditions. Post development conditions result in a lower peak run-off rate during frozen conditions than in pre-development frozen conditions. This means that the aspects of the stormwater ponds that are below the frost line are still working adequately to mitigate and reduce the run-off rate.*

6. HR 290-7.B.13. The applicant should provide the soil scientist stamp upon the final Plan Set.

*The soil scientist stamp will be included in the final plan set.*

7. HR 290-7.B.14. The applicant should provide the wetlands scientist stamp upon the final Plan Set.

*The wetland scientist stamp will be included in the final plan set.*

8. HR 290-8.A.4. & 5. We note the requirement of the applicant to coordinate the need for a Bond or Escrow with the Town Engineer.

*Noted.*

9. HR 290-a.A.10.A. The applicant should keep the Town informed of all communication with NHDES in relation to the required Alteration of Terrain and Wetlands Permits being requested to ensure NHDES comments do not alter drainage design/calculations. We note that additional items will be required for the NHDES AoT Permit, which could potentially affect the stormwater calculations and/or construction of the site. Please provide additional detail on the following items:

*All communication with NHDES during the AOT approval process will be relayed to the Town.*

- a. We note the phasing of the site will be required to meet or request a waiver from the 5-acre disturbed area limit from NHDES Env-1505.03.

*Phasing will be included in the AOT permit.*

- b. We note the phasing of the site will be required to meet or request a waiver from the 1-acre winter disturbed area limit from NHDES Env-1505.06(b)(1).

*Phasing will be included in the AOT permit.*

10. ETGTD 910.8. The applicant should illustrate any required underdrains within a cut, and note the limits upon the plan set and where the underdrains tie into the drainage system.

*Underdrains are now shown in cut areas, on sheets 17 through 19.*

11. ETGTD 920.2. The applicant should provide a larger more legible version of the Pre- and Post- Routing Diagrams. We are unable to confirm intended design routing when compared with the analysis and watershed plans.

*Larger 11x17 diagrams have been included in this submittal.*

12. ETGTD 920.2. The applicant should review the need for a subcatchment boundary between Subcatchments 22S and 45S.

*A boundary line was added between 22S and 42S. There is no 45S subcatchment area.*

13. ETGTD 930.4. We note that the proposed stormwater design utilizes pipe slopes of less than the required 2.0%. The applicant should illustrate that the drain line velocities are self-cleaning.

***A Rational Pipe Sizing Calculation chart will be included under a separate cover to this submittal.***

14. ETGTD 930.10. We note the Town Requirement of curb inlet drainage structures at all vertical sags. CB#3 and CB#30 are designed at a vertical sag. We note that CB #30 is proposed to be located within the adjacent unit's driveway, not against curbing.

***CB#3 is now called out as a curb inlet structure. CB#30 is not, as it is not against any curbing. Due to the layout and grading of the units, this location for catch basin 30 is unavoidable. A curb inlet detail has been added to sheet 49.***

15. The applicant has proposed installing catch basin CB#11 in the center of unit #33/34's driveway on Trinity Circle. Proposed grading does not appear to direct much stormwater flow to this structure which doesn't have adjacent curbing.

***The grading directs some run-off from behind units 33-36 to the roadway which then leads to CB#11. In a 25 year storm event there is 1.43 cfs of run-off going to that CB.***

16. The applicant should review the grading in front of units 7 & 8 at Gifford Circle (sheet 16). The grades appear to create puddling at the building garage doors.

***Grading in front of units 7 and 8 have been adjusted and should no longer be an issue. This can be seen on sheet 16.***

17. The applicant has shown roof drains at units 7 and 8 of Trinity Circle that do not appear to connect to anything. The applicant should clarify the intent for these drains.

***The roof drains outlet to the small swale in the rear of the units.***

18. The applicant will be required to comply with all provisions of the Town of Hudson's MS4 permit, including but not limited to annual reporting requirements, construction site stormwater runoff control, and record keeping requirements. The applicant has noted that the project meets the 2019 MS4 requirements.

**No further comment.**

19. Please note that this review was carried out in accordance with applicable regulations and standards in place in New Hampshire at this time. Note that conditions at the site, including average weather conditions, patterns and trends, and design storm characteristics, may change in the future. In addition, future changes in federal, state, or local laws, rules, or regulations, or in generally accepted scientific or industry information concerning environmental, atmospheric, and geotechnical conditions and developments may affect the information and conclusions set forth in this review. In no

*Civil Engineering*

*Land Surveying*

*Landscape Architecture*

way shall Fuss & O'Neill be liable for any of these changed conditions that may impact the review, regardless of the source of or reason for such changed conditions. Other than as described herein, no other investigation or analysis has been requested by the Client or performed by Fuss & O'Neill in preparing this review.

*No further comment.*

**Zoning (ZO 334)**

1. ZO 334-14.A. The applicant has not provided proposed building heights on the plan set. The applicant should consider adding a note that states the buildings will be under 38 feet in height.

*A note reflecting this has been added on sheet 12 as note 28.*

2. ZO 334-17 & 334-21. The applicant has noted that the subject parcel is located within the Business (B) and General (G) zoning district. The proposed use is not permitted by the Ordinance within the General district. The applicant should note any previously received variances on the plan set.

*A variance was awarded by the Hudson ZBA on July 11, 1985 granting permission to construct a multifamily residential use project containing no more than 400 dwelling units. A note reflecting this has been added to sheet one as note 13.*

3. ZO 334-33. The applicant has not shown any proposed impacts to the wetlands or wetlands setbacks on the plan set.

*There are no proposed impacts to wetlands or wetland setbacks.*

4. ZO 334-60. The applicant has not provided any information for any additional proposed signs on site, except for traffic and parking signage.

*There are no other signs on site that are proposed.*

5. ZO 334-83 and HR 218-4.E. The applicant has noted that the site is not located within a designated flood hazard area.

*No further comment.*

**Erosion Control/ Wetland Impacts**

1. The Town of Hudson should reserve the right to require any additional erosion control measures as needed. The applicant has noted this on the plans.

*Noted.*

**Landscaping (HR 275-8.C.(7) & 276-11.1.B.(20)) and Lighting (HR 276-11.1.B.(14))**

*Civil Engineering*

*Land Surveying*

*Landscape Architecture*

1. HR 275-8.C.(7). The applicant has not provided landscape calculations to show they meet the Regulation in this section. Trees are shown on the plan set as well as a typical unit landscape.
2. HR 276-11.1.B.(14). The applicant has shown lighting fixture locations on the plans with details and photometric information.

*No comment required.*

3. HR 276-11.1.B.(14). The applicant should note if the proposed lighting will be on during all night time hours, or provide the hours of operation on the plan set.

*Lights shall be on during all nighttime hours. A note reflecting this has been added to sheet 32 as note 2.*

4. The applicant should review the proposed tree locations for conflicts with underground utilities. It appears the trees conflict with underground utilities at multiple locations.

*The proposed tree locations have been reviewed and some have moved slightly to avoid any possible conflicts with underground utilities.*

5. The applicant has proposed light pole locations that are immediately adjacent to curbing and may be subject to snowplow damage.

*Noted.*

**State and Local Permits (HR 275-9.G)**

1. HR 275-9.G. The applicant should list all the required permits and statuses on the plan set.

*All permits are listed on note 16 on sheet 1.*

2. HR 275-9.G. The applicant noted the need to create a SWPPP for the site and file a Notice of Intent with EPA.

*No comment required.*

3. HR 275-9.G. The applicant did not provide copies of any applicable Town, State or Federal approvals or permits in the review package.

*There are no approvals or permits issued to date.*

4. The applicant has shown some areas with significant cuts to be performed. If blasting is required the applicant is reminded of the requirements in Hudson Regulation 202.

*A note reflecting this requirement has been shown on sheet 16.*



- 5. Additional local and state permitting may be required.

*Noted.*

**Other**

- 1. ETGTD Section 565.1.1. The applicant is reminded of Town of Hudson requirements for the importing of off-site fill materials for use in constructing this project. It is recommended that these requirements be stated on the plans for the Contractors attention.

*Section 565.1.1 notes were added as excavation notes on sheet 16.*

- 2. We note the Redi-Rock retaining wall detail on the plan set calls for a maximum wall height of seven-foot six inches. Based on the wall elevations shown on the plan for Trinity Circle, the proposed maximum wall heights are much larger than this dimension, exceeding 17 feet in one location. The applicant should include appropriate details in the plans and provide a retaining wall design prepared by a New Hampshire licensed professional engineer for the Town’s review.

*The Redirock detail has been updated. Final wall design will be stamped by a professional engineer to be reviewed by the Town.*

- 3. The applicant should review the contour labelling between units 8 and 9 on Gifford Circle. One of the F294 contours appears to be incorrect.

*The F294 has been corrected to show F298, and can be seen on sheet 16.*

- 4. We note that there are several different spellings of the project title. The cover of the Alteration of Terrain application spells it as ‘Sheperds Hill’, the Applicant is noted as ‘Shepherds Hill, LLC’, and the plan set title is ‘Shepherd’s Hill’.

*The apostrophe has been removed from any references to the site.*

**Town Comments**

- 1. Applicant shall provide all sewer clean out locations.

*Sewer cleanouts are now shown on sheets 20 through 23 of the plan set.*

- 2. If the sewer cleanouts are located on driveway, they will be equipped with metal gate cover. Please provide detail to incorporate this requirement.

*A detail has been added to sheet 43 showing the sewer service building connection with a callout for metal gate covers when cleanouts are in the driveway.*

- 3. Applicant shall relocate water shut offs off the driveway or provide metal gate cover. Please provide detail to incorporate this requirement.

*Civil Engineering*

*Land Surveying*

*Landscape Architecture*

*A detail has been added to sheet 43 showing the metal gate cover for water shut-offs.*

4. Applicant shall provide a gate valve on Trinity Circle around station 4+00.

*A gate valve has been added to Trinity Circle at that station.*

5. On Clearview Circle the applicant shall provide a gate valve at station 0+60 , 4+00 and 8+00.

*A gate valve has been added to Trinity Circle at that station.*

6. Proposed sewer main shall remain private and responsibility of the association.

*Noted.*

7. Proposed sewer main shall be subject to acknowledgement prior to any Certificate of Occupancy gets issued.

*Noted.*

8. Proposed water main shall meet current standards and shall be subject to Town acceptance with a 20 foot access easement.

*An easement will be provided for the water main upon finalization of all Town and Engineering comments.*

9. Proposed fire hydrant shall be located no less than 300 feet apart.

*Fire hydrants have been added to the plan set and can be seen on sheets 20 through 23.*

10. Applicant shall provide a dedicated colored water plan showing the proposed mains ( blue) , fire hydrants (red) and gate valves.

*Water Main Plans have been included in this submittal as stand alone sheets.*

11. Applicant shall provide a construction bond for all water and sewer components in addition to and as-built plans, subject to Engineering Department Review and Planning Board approval, prior to recording the plans.

*Noted.*

12. Applicant shall provide an as-built plan for this phase.

*Noted.*

13. Project Narrative form, and an area of the Site Data sheet, references incorrect map/lot, the correct Map and Lot is; Tax Map 177 Lot 005 Sublot 000.

*The project Narrative has been updated, and the Plan Set cover has been updated as well.*

14. The FINAL assignment of Sublots #'s for this proposal will be assigned by the Assessing Department, to be placed on the plan prior to recording, at a future date, after the Planning Board has had more deliberations on the proposal, some of which may impact number of units, layout, etc.

*Noted.*

15. This activity will be coordinated with the Fire Department to ensure consistent street addressing etc, once FINAL assignment of Sublot's is completed.

*Noted.*

Respectfully,



**Allison Lewis, EIT**  
Project Engineer  
Keach Nordstrom Associates, Inc.  
10 Commerce Park North, Suite 3  
Bedford, NH 03110

## I. INTRODUCTION

### A. Project Description

The subject project proposes the final phases of the Sheperds Hill Development in Hudson NH. The final phases will consist of 118 new duplex units on three new private roads. The new residential homes will be accessed from the existing Shadowbrook Drive as well as Clearview Circle within the development. This parcel of land has been under construction since the early 2000's. The three subject pieces of property that the units will be built on have been cleared and used as a staging and stockpile area for the construction of the rest of the development. The area was then left unfinished, and remains this way to this day.

### B. Existing Site Conditions

The proposed parcel is located along Shadowbrook Drive, Hudson, NH. The entire parcel is approximately 67 acres and contains multiple phases of development with private roads throughout. The area of focus for these three phases is approximately 13 acres. The site contains a large section of poorly drained wetlands on the north eastern side of the property. The northern portion of the property slopes towards the wetlands. The overland flow for the three portions of this development go to three distinct areas. There is an existing stormwater area on the northwestern side of the property along Route 111. The catch basins on the western side of the area at the entrance of the Sheperds Hill Development. The middle portion of the property flows to this pond through overland flow and closed drainage. Finally, the northeastern portion of the property slopes southeast to the existing wetland.

According to the Site-specific Soil Survey Report, performed on August 5, 2020 by certified soil scientist, Cynthia Balcius, the area of development consists largely of disturbed land resulting in a soil type of Udorthents or rock outcropping where ledge was present. The property surveyed by the soil scientist has varying slopes ranging from 0-25%+. According to the National Resources Conservation Service (NRCS) soil mapping the site consists of, Chatfield-Hollis complex and Chatfield-Hollis rock outcrop complex soil types of slopes ranging from 0-35%.

## II. Storm Drainage Analysis & Design

### A. Methodology

In accordance with the Hudson Stormwater Regulations, NHDES AoT requirements and generally accepted engineering practice, the 2-year, 10-year, 25-year, and 50-year frequency storms have each been used in the various aspects of analysis and design of stormwater management considerations for the subject site. Stormwater treatment provisions and all drainage facilities have been designed to be fully functional during a 50-year return frequency storm.

KNA utilizes HydroCAD version 10.00-22 to analyze both pre and post-development watershed characteristics. This computer software system is based largely on hydrology techniques (TR-20) developed by the Soil Conservation Service (now the Natural Resources Conservation Service). In addition, the software derives Time of Concentration values using the methodology contained within USDA-S.C.S. publication Urban Hydrology for Small Watersheds Technical Release No. 55 (TR 55).

All proposed stormwater inlet structures were designed to remain under inlet control throughout a design storm of the return frequency noted. Outlet protection for each discharging culvert was designed in accordance with the methodology for the "best management practice", in accordance with a publication entitled New Hampshire Stormwater Manual Volume 2: Post-Construction Best Management Practices Selection and Design. In addition, this publication served as the primary reference for the numerous temporary and permanent erosion control methods incorporated into the design of this project.

All design and analysis calculations performed using the referenced methodologies are attached to this report. The minimum time of concentrations used for the analysis is 6 minutes. These calculations document each catchment area, a breakdown of surface type, time of concentration, rainfall intensity, peak discharge volume, Manning's "n" value, peak velocity, and other descriptive design data for each watershed and pipe segment evaluated. In addition, the "Pre/Post Development Drainage Area Plans" graphically define and illustrate the extent of each watershed or catchment area investigated.

## **B. Pre-Development Drainage Conditions**

The pre-development drainage model recognizes three (3) points of analysis (POA) as the appropriate points to compare pre vs. post-development peak rates of stormwater discharge.

The pre-development drainage model's POA are further described as follows:

- A Western Shadowbrook Drive Treatment Area
- B Detention Pond at Beginning of Development
- C Wetlands

For a more visual description of the information presented in this section, please refer to the attached "Pre-Development Drainage Areas Plan" attached in the appendix of this report.

## **C. Post-Development Drainage Conditions:**

The same POA's that were identified in the pre-development scenario have been analyzed in the post-development scenario.

Overall, the design has maintained the drainage patterns to mimic the pre-development conditions. Stormwater will discharge to the same three points of analysis identified in the pre-development scenario. The improvements, however, also provide stormwater treatment for the new impervious areas created for the proposed development.

Subcatchment areas, times of concentration and analysis points have been provided showing how the pre-development and post-development areas best match to have a proper comparison.

Two Pocket Ponds (Wet Pond) are being proposed to provide detention and treatment. Pond number one is located in the middle of trinity Circle adjacent to Shadowbrook Drive. Pond number 2 is located on the far western side of the property at the end of Clearview Circle. The systems have been designed to maintain the required permanent pool while providing treatment and has been sized to withstand a 50-year storm event.

Two Infiltration Basins are being proposed to collect clean runoff from lots located within the two Clearview Circle cul-de-sac. The systems were sized to capture and infiltrate more than the required groundwater recharge volume and to not exceed capacity during the 50-year frequency storm. State regulations require the bottom of the infiltration practice to be one foot above the seasonal high water table for water that is considered clean. The available storage volume of the infiltration systems also allows the project to meet the requirements for groundwater recharge and reduction of the runoff volume.

One bioretention pond is proposed on the northern side of Gifford Circle to collect and treat run-off from the homes along Gifford Circle as well as the road itself. The pond has been sized to withstand a 50-year storm event.

The detailed hydrologic and hydraulic relationship of each sub-catchment is described within the HydroCAD stormwater modeling, also contained in the appendix of this report.

The peak stormwater runoff rate and total storm volume for the specific storm frequencies are presented and analyzed in the subsequent summary section of this report, for the point of analysis (Table 1 & 2).

Low impact Development have been implemented to the maximum extent practicable with this design. While this site has been previously cleared, this proposed design looks to minimize the additional disturbance and maintain as much undisturbed cover feasible. The grading design also makes use of the existing topography to encapsulate runoff from impervious surfaces and thus disconnecting it from the existing wetland complexes. The proposed ponds have been designed to exceed the state's minimum requirements for stormwater treatment and groundwater recharge volume; pursuant to current Alteration of Terrain regulations.

**D. Summary:**

The subject site complies with the Town of Hudson Stormwater Management and Erosion Control Regulations and NHDES Regulations Env-Wq 1500 in regard to stormwater treatment and groundwater recharge volume. Proposed stormwater best management practices (BMP) are designed in accordance with the New Hampshire Stormwater Manual Volume 2: Post-Construction Best Management Practices Selection and Design and BMP worksheets provided by the New Hampshire Department of Environmental Services. In addition, stormwater discharges, in terms of peak rate of runoff and total volume, are consistent with the Town of Hudson Stormwater Regulations and NHDES Regulations Env-Wq 1500. The results are reported below in Table 1 and 2.

**Table 1: Peak Runoff (Env-Wq 1507.06)**

Site Pre-Development vs. Post Development (Peak Discharge Rate in cfs)								
Description	2-Year		10-Year		25-Year		50-Year	
24-hr Rainfall	2.96 in/hr		4.47 in/hr		5.66 in/hr		6.77 in/hr	
	Pre	Post	Pre	Post	Pre	Post	Pre	Post
<b>A</b>	<b>4.72</b>	3.44	<b>9.13</b>	6.73	<b>12.81</b>	10.87	<b>17.16</b>	14.58
<b>B</b>	<b>3.14</b>	2.28	<b>6.11</b>	4.78	<b>8.58</b>	7.91	<b>11.32</b>	10.33
<b>C</b>	<b>5.64</b>	3.84	<b>11.93</b>	10.94	<b>17.38</b>	15.49	<b>23.00</b>	22.54

**Table 2: Channel Protection Requirements (Env-Wq 1507.05)**

Site Pre-Development vs. Post Development (Storm Volume in Acre-Feet)			
Description	2-Year		
24-hr Rainfall	2.97 in/hr		
	Pre	Post	Comments
<b>A</b>	<b>3.44</b>	3.44	Complies with Env-Wq 1507.05 (b)(1)a & 1507.05(b)(3)
<b>B</b>	<b>2.28</b>	2.28	Complies with Env-Wq 1507.05 (b)(1)a & 1507.05(b)(3)
<b>C</b>	<b>3.89</b>	3.84	Complies with Env-Wq 1507.05 (b)(1)a & 1507.05(b)(3)

### **III. EROSION & SEDIMENTATION CONTROL PROVISIONS**

#### **A. Temporary Erosion Control Measures**

As an integral part of the engineering design of this site, an erosion and sedimentation control plan has been developed with the intent of limiting the potential for soil loss and associated receiving water quality degradation, both during and after the construction period. As the project plans indicate, traditional temporary erosion and sedimentation control devices and practices, such as siltation fencing, block and gravel sediment filters, and seeding have been specified for use during the construction period. In preparation of these provisions, reference was made to the New Hampshire Stormwater Manual; Volume 3: Erosion and Sediment Temporary Controls During Construction. Construction details for each temporary erosion control measure and practice specified have been added to the project plans.

#### **B. Construction Sequence**

A site-specific construction sequence sensitive to limiting soil loss due to erosion and associated water quality degradation was prepared specifically for this project and is shown on the project plans. As pointed out in the erosion control notes, it is important for the contractor to recognize that proper judgment in the implementation of work will be essential if erosion is to be limited and protection of completed work is to be realized. Moreover, any specific changes in sequence and/or field conditions affecting the ability of specific erosion control measures to adequately serve their intended purpose should be reported to this office by the contractor. Furthermore, the contractor is encouraged to supplement specified erosion control measures during the construction period where and when in his/ her best judgment, additional protection is warranted.

#### **C. Permanent Erosion Control Measures**

In the design of this site, consideration was given to limiting the potential for long-term erosion of completed improvements. As a result, several permanent erosion control measures were incorporated into the site design. These provisions include:

- 1) Specification of a turf establishment schedule and seed mixture, utilizing materials and workmanship recognized as appropriate for the site conditions at hand;
- 2) The design has provided catch basins with sumps to capture runoff and reduce the overland flow, thereby reducing erosion;
- 3) Construction of rip-rap at the outlet of the stormwater management areas;
- 4) An Infiltration Basin and a Pocket Pond (Wet Pond) were designed to reduce runoff and volume.



## I. INTRODUCTION

### A. Project Description

The subject project proposes the final phases of the Sheperds Hill Development in Hudson NH. The final phases will consist of 118 new duplex units on three new private roads. The new residential homes will be accessed from the existing Shadowbrook Drive as well as Clearview Circle within the development. This parcel of land has been under construction since the early 2000's. The three subject pieces of property that the units will be built on have been cleared and used as a staging and stockpile area for the construction of the rest of the development. The area was then left unfinished, and remains this way to this day.

### B. Existing Site Conditions

The proposed parcel is located along Shadowbrook Drive, Hudson, NH. The entire parcel is approximately 67 acres and contains multiple phases of development with private roads throughout. The area of focus for these three phases is approximately 13 acres. The site contains a large section of poorly drained wetlands on the north eastern side of the property. The northern portion of the property slopes towards the wetlands. The overland flow for the three portions of this development go to three distinct areas. There is an existing stormwater area on the northwestern side of the property along Route 111. The catch basins on the western side of the area at the entrance of the Sheperds Hill Development. The middle portion of the property flows to this pond through overland flow and closed drainage. Finally, the northeastern portion of the property slopes southeast to the existing wetland.

According to the Site-specific Soil Survey Report, performed on August 5, 2020 by certified soil scientist, Cynthia Balcus, the area of development consists largely of disturbed land resulting in a soil type of Udorthents or rock outcropping where ledge was present. The property surveyed by the soil scientist has varying slopes ranging from 0-25%+. According to the National Resources Conservation Service (NRCS) soil mapping the site consists of, Chatfield-Hollis complex and Chatfield-Hollis rock outcrop complex soil types of slopes ranging from 0-35%.

## II. Storm Drainage Analysis & Design

### A. Methodology

In accordance with the Hudson Stormwater Regulations, NHDES AoT requirements and generally accepted engineering practice, the 2-year, 10-year, 25-year, and 50-year frequency storms have each been used in the various aspects of analysis and design of stormwater management considerations for the subject site. Stormwater treatment provisions and all drainage facilities have been designed to be fully functional during a 50-year return frequency storm.

KNA utilizes HydroCAD version 10.00-22 to analyze both pre and post-development watershed characteristics. This computer software system is based largely on hydrology techniques (TR-20) developed by the Soil Conservation Service (now the Natural Resources Conservation Service). In addition, the software derives Time of Concentration values using the methodology contained within USDA-S.C.S. publication Urban Hydrology for Small Watersheds Technical Release No. 55 (TR 55).

All proposed stormwater inlet structures were designed to remain under inlet control throughout a design storm of the return frequency noted. Outlet protection for each discharging culvert was designed in accordance with the methodology for the “best management practice”, in accordance with a publication entitled New Hampshire Stormwater Manual Volume 2: Post-Construction Best Management Practices Selection and Design. In addition, this publication served as the primary reference for the numerous temporary and permanent erosion control methods incorporated into the design of this project.

All design and analysis calculations performed using the referenced methodologies are attached to this report. The minimum time of concentrations used for the analysis is 6 minutes. These calculations document each catchment area, a breakdown of surface type, time of concentration, rainfall intensity, peak discharge volume, Manning’s “n” value, peak velocity, and other descriptive design data for each watershed and pipe segment evaluated. In addition, the “Pre/Post Development Drainage Area Plans” graphically define and illustrate the extent of each watershed or catchment area investigated.

## **B. Pre-Development Drainage Conditions**

The pre-development drainage model recognizes three (3) points of analysis (POA) as the appropriate points to compare pre vs. post-development peak rates of stormwater discharge.

The pre-development drainage model’s POA are further described as follows:

- A Western Shadowbrook Drive Treatment Area
- B Detention Pond at Beginning of Development
- C Wetlands

For a more visual description of the information presented in this section, please refer to the attached “Pre-Development Drainage Areas Plan” attached in the appendix of this report.

## **C. Post-Development Drainage Conditions:**

The same POA’s that were identified in the pre-development scenario have been analyzed in the post-development scenario.

Overall, the design has maintained the drainage patterns to mimic the pre-development conditions. Stormwater will discharge to the same three points of analysis identified in the pre-development scenario. The improvements, however, also provide stormwater treatment for the new impervious areas created for the proposed development.

Subcatchment areas, times of concentration and analysis points have been provided showing how the pre-development and post-development areas best match to have a proper comparison.

Two Pocket Ponds (Wet Pond) are being proposed to provide detention and treatment. Pond number one is located in the middle of trinity Circle adjacent to Shadowbrook Drive. Pond number 2 is located on the far western side of the property at the end of Clearview Circle. The systems have been designed to maintain the required permanent pool while providing treatment and has been sized to withstand a 50-year storm event.

Two Infiltration Basins are being proposed to collect clean runoff from lots located within the two Clearview Circle cul-de-sac. The systems were sized to capture and infiltrate more than the required groundwater recharge volume and to not exceed capacity during the 50-year frequency storm. State regulations require the bottom of the infiltration practice to be one foot above the seasonal high water table for water that is considered clean. The available storage volume of the infiltration systems also allows the project to meet the requirements for groundwater recharge and reduction of the runoff volume.

One bioretention pond is proposed on the northern side of Gifford Circle to collect and treat run-off from the homes along Gifford Circle as well as the road itself. The pond has been sized to withstand a 50-year storm event.

The detailed hydrologic and hydraulic relationship of each sub-catchment is described within the HydroCAD stormwater modeling, also contained in the appendix of this report.

The peak stormwater runoff rate and total storm volume for the specific storm frequencies are presented and analyzed in the subsequent summary section of this report, for the point of analysis (Table 1 & 2).

Low impact Development have been implemented to the maximum extent practicable with this design. While this site has been previously cleared, this proposed design looks to minimize the additional disturbance and maintain as much undisturbed cover feasible. The grading design also makes use of the existing topography to encapsulate runoff from impervious surfaces and thus disconnecting it from the existing wetland complexes. The proposed ponds have been designed to exceed the state's minimum requirements for stormwater treatment and groundwater recharge volume; pursuant to current Alteration of Terrain regulations.

**D. Summary:**

The subject site complies with the Town of Hudson Stormwater Management and Erosion Control Regulations and NHDES Regulations Env-Wq 1500 in regard to stormwater treatment and groundwater recharge volume. Proposed stormwater best management practices (BMP) are designed in accordance with the New Hampshire Stormwater Manual Volume 2: Post-Construction Best Management Practices Selection and Design and BMP worksheets provided by the New Hampshire Department of Environmental Services. In addition, stormwater discharges, in terms of peak rate of runoff and total volume, are consistent with the Town of Hudson Stormwater Regulations and NHDES Regulations Env-Wq 1500. The results are reported below in Table 1 and 2.

**Table 1: Peak Runoff (Env-Wq 1507.06)**

Site Pre-Development vs. Post Development (Peak Discharge Rate in cfs)								
Description	2-Year		10-Year		25-Year		50-Year	
24-hr Rainfall	2.96 in/hr		4.47 in/hr		5.66 in/hr		6.77 in/hr	
	Pre	Post	Pre	Post	Pre	Post	Pre	Post
<b>A</b>	<b>4.72</b>	3.44	<b>9.13</b>	6.73	<b>12.81</b>	10.87	<b>17.16</b>	14.58
<b>B</b>	<b>3.14</b>	2.28	<b>6.11</b>	4.78	<b>8.58</b>	7.91	<b>11.32</b>	10.33
<b>C</b>	<b>5.64</b>	3.84	<b>11.93</b>	10.94	<b>17.38</b>	15.49	<b>23.00</b>	22.54

**Table 2: Channel Protection Requirements (Env-Wq 1507.05)**

Site Pre-Development vs. Post Development (Storm Volume in Acre-Feet)			
Description	2-Year		
24-hr Rainfall	2.97 in/hr		
	Pre	Post	Comments
<b>A</b>	<b>3.44</b>	3.44	Complies with Env-Wq 1507.05 (b)(1)a & 1507.05(b)(3)
<b>B</b>	<b>2.28</b>	2.28	Complies with Env-Wq 1507.05 (b)(1)a & 1507.05(b)(3)
<b>C</b>	<b>3.89</b>	3.84	Complies with Env-Wq 1507.05 (b)(1)a & 1507.05(b)(3)

### **III. EROSION & SEDIMENTATION CONTROL PROVISIONS**

#### **A. Temporary Erosion Control Measures**

As an integral part of the engineering design of this site, an erosion and sedimentation control plan has been developed with the intent of limiting the potential for soil loss and associated receiving water quality degradation, both during and after the construction period. As the project plans indicate, traditional temporary erosion and sedimentation control devices and practices, such as siltation fencing, block and gravel sediment filters, and seeding have been specified for use during the construction period. In preparation of these provisions, reference was made to the New Hampshire Stormwater Manual; Volume 3: Erosion and Sediment Temporary Controls During Construction. Construction details for each temporary erosion control measure and practice specified have been added to the project plans.

#### **B. Construction Sequence**

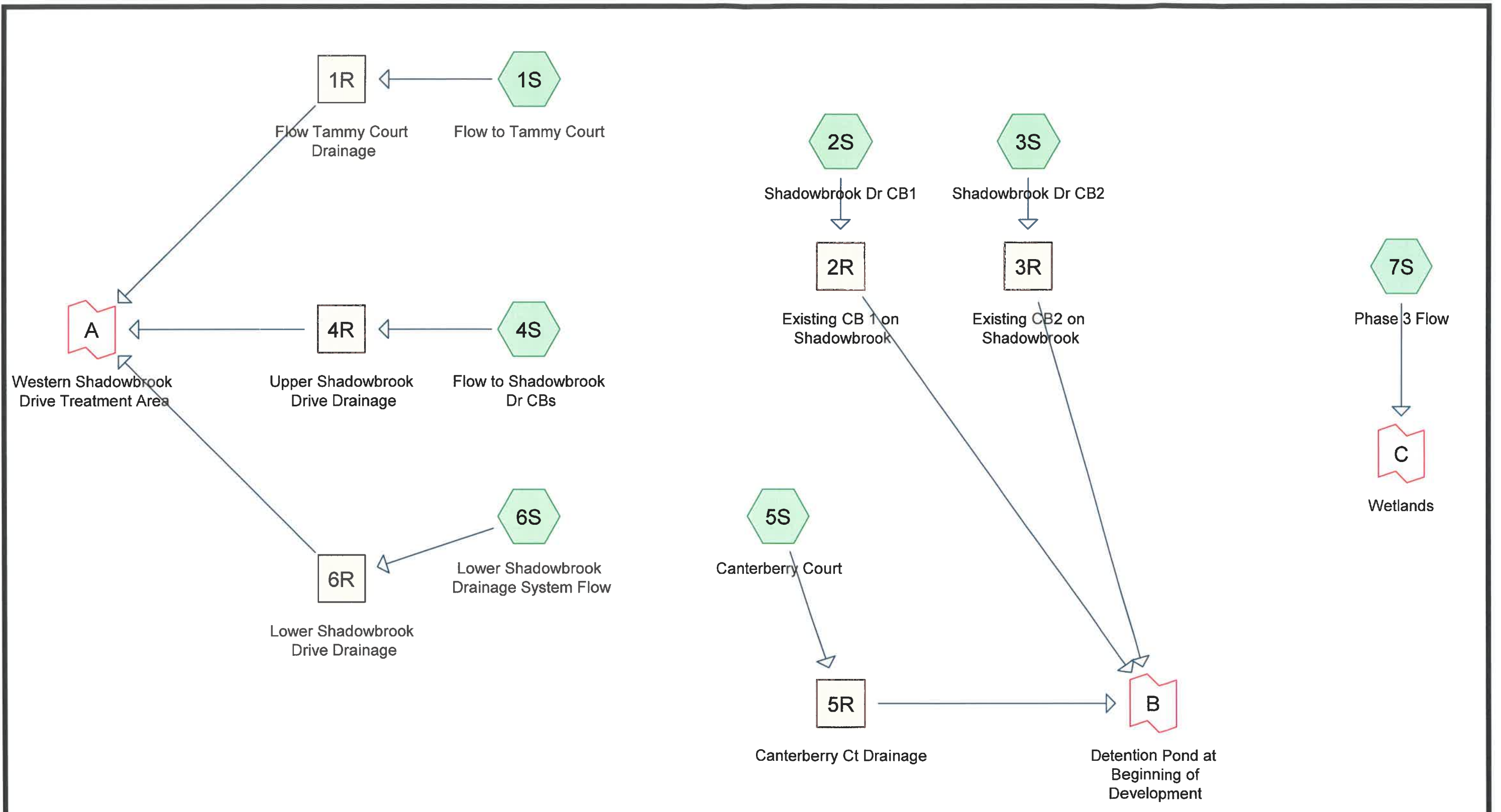
A site-specific construction sequence sensitive to limiting soil loss due to erosion and associated water quality degradation was prepared specifically for this project and is shown on the project plans. As pointed out in the erosion control notes, it is important for the contractor to recognize that proper judgment in the implementation of work will be essential if erosion is to be limited and protection of completed work is to be realized. Moreover, any specific changes in sequence and/or field conditions affecting the ability of specific erosion control measures to adequately serve their intended purpose should be reported to this office by the contractor. Furthermore, the contractor is encouraged to supplement specified erosion control measures during the construction period where and when in his/ her best judgment, additional protection is warranted.

#### **C. Permanent Erosion Control Measures**

In the design of this site, consideration was given to limiting the potential for long-term erosion of completed improvements. As a result, several permanent erosion control measures were incorporated into the site design. These provisions include:

- 1) Specification of a turf establishment schedule and seed mixture, utilizing materials and workmanship recognized as appropriate for the site conditions at hand;
- 2) The design has provided catch basins with sumps to capture runoff and reduce the overland flow, thereby reducing erosion;
- 3) Construction of rip-rap at the outlet of the stormwater management areas;
- 4) An Infiltration Basin and a Pocket Pond (Wet Pond) were designed to reduce runoff and volume.





**Routing Diagram for 1708241-PRE-DEVELOPMENT**  
 Prepared by Keach Nordstrom Associates, Inc. , Printed 7/7/2022  
 HydroCAD® 10.00-26 s/n 01045 © 2020 HydroCAD Software Solutions LLC

SITE SPECIFIC SOIL MAP UNIT KEY

SYMBOL	MAP UNIT	SLOPE CLASS	DRAINAGE CLASS	HSC/GROUP
86B/RK	HOLLIS LOAMY SAND	3-8%	EXCESSIVELY WELL DRAINED	C/4
86F/Rk	HOLLIS LOAMY SAND	50K+	EXCESSIVELY WELL DRAINED	C/4
100D	CHATFIELD SANDY LOAM	15-25%	EXCESSIVELY WELL DRAINED	B/3
100E	CHATFIELD SANDY LOAM	25-50%	MODERATELY WELL DRAINED	B/3
398A/RK	ROCK OUTCROP	0-3%		
398B/RK	ROCK OUTCROP	3-8%		
398C/RK	ROCK OUTCROP	8-15%		
398D/RK	ROCK OUTCROP	15-25%		
398E/RK	ROCK OUTCROP	25-50%		
398F/RK	ROCK OUTCROP	50K+		
550A	UDORTHENTS, SANDY COBBLY FILL OVER DEEPER LEDGE/A4AAA	0-3%	SLOPES EXCESSIVELY WELL DRAINED	A/1
550B	UDORTHENTS, SANDY COBBLY FILL OVER DEEPER LEDGE/A4AAA	3-8%	SLOPES EXCESSIVELY WELL DRAINED	A/1
550C	UDORTHENTS, SANDY COBBLY FILL OVER DEEPER LEDGE/A4AAA	8-15%	SLOPES EXCESSIVELY WELL DRAINED	A/1
550D	UDORTHENTS, SANDY COBBLY FILL OVER DEEPER LEDGE/A4AAA	15-25%	SLOPES EXCESSIVELY WELL DRAINED	A/1
550E	UDORTHENTS, SANDY COBBLY FILL OVER DEEPER LEDGE/A4AAA	25-50%	SLOPES EXCESSIVELY WELL DRAINED	A/1
600A	UDORTHENTS, PAVEMENT OVER FILL/HAHDE	0-3%	IMPERVIOUS	N/A
600B	UDORTHENTS, PAVEMENT OVER FILL/HAHDE	3-8%	IMPERVIOUS	N/A
600C	UDORTHENTS, PAVEMENT OVER FILL/HAHDE	8-15%	IMPERVIOUS	N/A
600D	UDORTHENTS, PAVEMENT OVER FILL/HAHDE	15-25%	IMPERVIOUS	N/A
600E	UDORTHENTS, PAVEMENT OVER FILL/HAHDE	25-50%	IMPERVIOUS	N/A
600F	UDORTHENTS, PAVEMENT OVER FILL/HAHDE	50K+	IMPERVIOUS	N/A
305A/VPD	TIMAKWA MUCKY PEAT	0-3%	VERY POORLY DRAINED	D/6

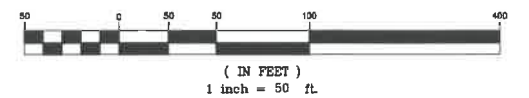
THIS MAP PRODUCT IS WITHIN THE TECHNICAL STANDARDS OF THE NATIONAL COOPERATIVE SOILS SURVEY. IT IS A SPECIAL PURPOSE PRODUCT, PRODUCED BY A CERTIFIED SOIL SCIENTIST, AND IS NOT A PRODUCT OF THE USDA NATURAL RESOURCE CONSERVATION SERVICE. THERE IS A NARRATIVE REPORT THAT ACCOMPANIES THIS MAP AND MAP KEY. CYNTHIA BALCIUS, CSS OF STONEY RIDGE ENVIRONMENTAL LLC PERFORMED THE SOIL MAPPING ON SEPTEMBER 10, 2020.

DRAINAGE LEGEND:

THE LEGEND BELOW REFLECTS THE HYDROCAD MODEL USED FOR DRAINAGE CALCULATIONS.

- SCS SOIL LINES
- SITE SPECIFIC SOIL LINES
- WnC DENOTES SOIL TYPE
- P DENOTES POND
- S DENOTES SUBCATCHMENT AREA
- R DENOTES REACH
- L DENOTES POINT OF INTEREST
- LIMIT OF SUBCATCHMENT AREA
- TIME OF CONCENTRATION
- REACH

GRAPHIC SCALE



POST-DEVELOPMENT DRAINAGE PLAN

**SHEPHERDS HILL**  
 MAP 177 LOT 5  
 SHADOWBROOK DRIVE  
 HUDSON, NEW HAMPSHIRE  
 HILLSBOROUGH COUNTY

**OWNER OF RECORD:**  
 SHEPHERDS HILL HOME OWNERS ASSOCIATION  
 C/O GREAT NORTH PROPERTY MANAGEMENT  
 3 HOLLAND WAY, SUITE 201  
 EXETER, NH 03833

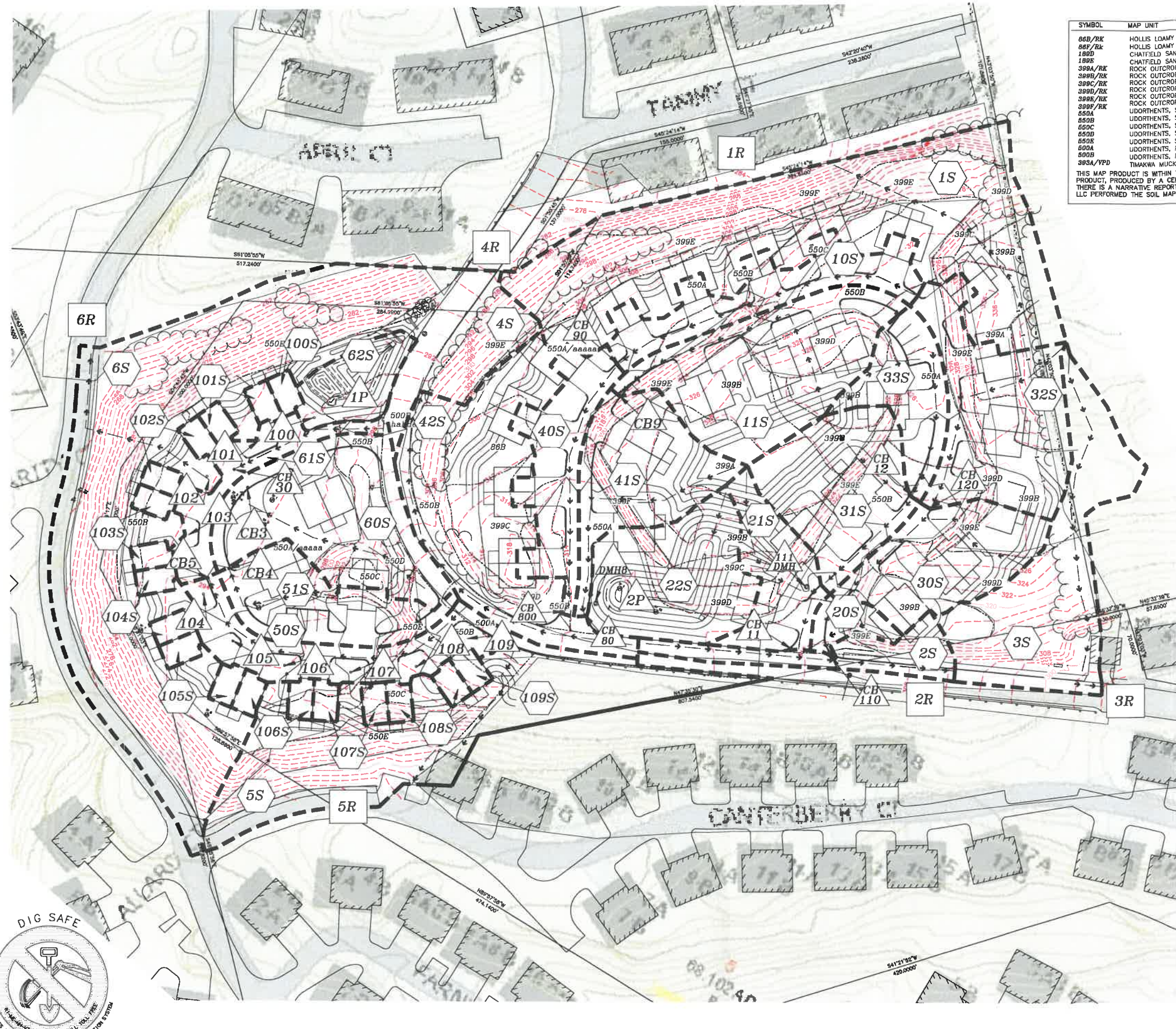
**APPLICANT:**  
 SHEPHERDS HILL, LLC  
 253 MAIN STREET  
 NASHUA, NH 03060

**KMA** KEACH-NORDSTROM ASSOCIATES, INC.  
 Civil Engineering Land Surveying Landscape Architecture

10 Commerce Park North, Suite 30, Bedford, NH 03110 Phone (603) 827-8861

REVISIONS			
No.	DATE	DESCRIPTION	BY
1	7/7/22	REVISED PER COMMENTS	ACL

DATE: MAY 2, 2022 SCALE: 1" = 50'  
 PROJECT NO: 17-0824-1 SHEET 5 OF 6





I certify that this is a true and accurate copy of the records on file with the United States Bankruptcy Court

0067756

2000 NOV 13 PM 1:07

Docketed CW JUL 21 2000  
**FILED**

**UNITED STATES BANKRUPTCY COURT  
FOR THE  
DISTRICT OF NEW HAMPSHIRE**

JUL 21 2000

**U.S. BANKRUPTCY COURT**

In re:

SHEPHERDS HILL DEVELOPMENT CO., LLC

Debtor

CHAPTER 11

Case No. BK-99-11087-JMD

Hearing Date: July 21, 2000

Hearing Time: 2:00 p.m.

**ORDER CONFIRMING DEBTOR'S PLAN OF REORGANIZATION**

Pursuant to the final plan and disclosure statement (Court Doc. Nos. 286 and 200 filed by Caesar Balzotti, Ralph Caruso and Ernest Thibeault (the "Plan Proponents"); and after notice having been transmitted to all creditors, equity security holders, parties in interest and other persons entitled to notice in accordance with Bankruptcy Rules 2002 and 3017; and after having reviewed the plan, the showing made by parties who attended the confirmation hearing on July 18, 19 and 21, 2000, and the Court having dictated (if applicable) any special findings and conclusions into the record at the close of the hearing,

IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. The Plan, which is incorporated herein by reference, complies with the applicable provisions of the Bankruptcy Code, 11 U.S.C. § 101 - 1330. See 11 U.S.C. § 1129 (a)(1).
2. The proponent of the plan complies with the applicable provisions of section 1129. See 11 U.S.C. § 1129(a)(2).
3. The plan has been proposed in good faith and not by any means forbidden by law. See 11 U.S.C. § 1129(a)(3).
4. Any payment made or promised by the debtor or by any person issuing securities or acquiring property under the plan, for services or costs and expenses in the case or in connection with the case, or in connection with the plan and incident to this case, has been approved by, or is subject to the approval of, the Court as reasonable. See 11 U.S.C. § 1129(a)(4).
5. The Debtor has disclosed the identity and affiliations of any individual

Atty. William Cannon  
to notice all parties.

BK6315PG1200

proposed to serve after confirmation of the plan, as a director, officer, or voting trustee of the reorganized debtor, an affiliate of the debtor participating in a joint plan with the debtor, or a successor to the debtor under the plan and the identity of any insider that will be employed or retained by the reorganized debtor, and the nature of compensation for such insider. See 11 U.S.C. § 1129(a)(5).

6. Any governmental regulatory commission with jurisdiction after confirmation of the plan, over the rates of the debtor (if applicable) has approved any rate change provided for in the plan, or such rate change is expressly conditioned on such approval. See 11 U.S.C. § 1129(a)(6).

7. With respect to each impaired class of claims or interest of such class, being **Classes 1, 2-A, 2-B, 3, 4, 5 and 6**, each holder of a claim or interest of such class has accepted the plan; or will receive or retain under the plan on account of such Claim or Interest property of a value, as of the Effective Date of the plan, that is not less than the amount that such holder would so receive or retain if the debtor were liquidated under Chapter 7. If section 1111(b)(2) applies, such class will receive or retain under the plan, property of a value, as of the Effective Date of the plan, not less than the value of such holder's interest in the estate's interest in the property securing claim. See 11 U.S.C. § 1129(a)(7).

8. The Certificate of Vote attached as Exhibit A hereto discloses those classes that have accepted the plan, those classes that have rejected the plan, those classes which are not impaired under the plan, and those classes which have rejected but are being treated (if applicable) by plan treatment permitted under sections 1129(b)(1) and (b)(2) of the Bankruptcy Code. See 11 U.S.C. § 1129(a)(8).

9. Except to the extent that the holder of a particular claim has agreed to a different treatment of such claim, the plan provides that with respect to a claim of a kind specified in section 507(a)(1) or 507(a)(2) of the Bankruptcy Code, being the Unclassified Administrative Claims Class, on the Effective Date of the plan, the holder of such claim will receive on account of such claim cash equal to the allowed amount of such claim. See 11 U.S.C. § 1129(a)(9)(A).

10. With respect to a class of claims of a kind specified in section 507(a)(3), being **Class or Classes N/A**, 507(a)(4), 507(a)(5), 507(a)(6) and 507(a)(7) of the Bankruptcy Code, each holder of a claim of such class will receive, if such class has accepted the plan, deferred cash payments of a value, as of the Effective Date of the

plan, equal to the allowed amount of such claim. Or, if such class has not accepted the plan, cash on the Effective Date of the plan equal to the allowed amount of such claim. See 11 U.S.C. § 1129(a)(9)(B).

11. With respect to a claim of a kind specified in section 507(a)(8) of the Bankruptcy Code, being **Class or Classes N/A**, the holder of such claim will receive on account of such claim deferred cash payments, over a period not exceeding six years after the date of assessment of such claim, of a value, as of the Effective Date of the plan, equal to the allowed amount of such claim. See 11 U.S.C. § 1129(a)(9)(C).

12. If a class of claims is impaired under the plan, at least one class of claims that is impaired under the plan, being **Classes 1 and 3**, have accepted the plan, determined without including any acceptance of the plan by an insider. See 11 U.S.C. § 1129(a)(10).

13. Confirmation of this plan is not likely to be followed by liquidation, or the need for further financial reorganization, of this debtor or any successor to the debtor under the plan, unless liquidation or reorganization is proposed in the plan. See 11 U.S.C. § 1129(a)(11).

14. All fees due and all quarterly fees payable to the United States Trustee have been paid as of the confirmation date **or will be paid on the Effective Date from the Cash Confirmation Deposit.**

15. The plan provides (if applicable) for the continuation after its effective date of payment of any retiree benefits, as that term is defined in Section 1114 of the Bankruptcy Code, at the level established pursuant to section 1114(e)(1)(B) or (g) of the Bankruptcy Code, at any time prior to confirmation of the plan, for the duration of the period the debtor has obligated itself to provide such benefits. See 11 U.S.C. § 1129(a)(13).

16. The plan is hereby determined to be fair and equitable and does not discriminate unfairly with regard to any class of claims or interests that is impaired under, and has not accepted, the plan. See 11 U.S.C. § 1129(b)(1).

17. The plan is fair and equitable with respect to any rejecting class of secured claims (if applicable) and the plan provides that holders of such claims retain the liens securing such claims, whether the property subject to such liens is retained by the debtor or transferred to another entity, to the extent of the allowed amount of such claims, and that each holder of a claim of such class will receive on account of such claim deferred

BK6315PG1202

cash payments totaling at least the allowed amount of such claim, of a value, as of the Effective Date of the plan, of at least the value of such holder's interests in the estate's interest in such property. See 11 U.S.C. § 1129(b)(2)(A)(i).

**18. Special Provisions Pertaining to Plan Proponents:**

A. The Plan Proponents are found, and shall be deemed for all purposes to have assigned their privileges and rights and duties, financial liabilities and other obligations under the Plan to Shepherd's Hill Proponent Group, LLC (the "New Member").

B. The New Member is, and shall continue to be a New Hampshire limited liability company of which Caesar Balzotti, Ralph Caruso and Ernest Thibeault are, and shall continue to be the Members subject to the provisions of the Plan governing the sale, assignment, transfer or other disposition of their interests. On Final Confirmation, the Proponents shall have no further financial liabilities or other obligations under the terms of the Plan, except as specifically preserved by the Plan or provided in this Order. Nothing contained in this Order shall release, or be deemed to release any of the Proponents or their affiliates of, or from any of their financial liabilities and other obligations under the terms of the Incorporated Documents.

**19. Special Provisions Pertaining to Allowed Secured Claims:**

A. The provisions of the Plan requiring the payment of interest to the Class 2-A and 2-B Creditors pending the closing of the first 50 Sites shall be deemed to have been deleted in their entirety.

B. Ernest Thibeault or Thibeault Corporation or another nominee, (the "Assignee" or "Thibeault") shall purchase the Allowed Secured Claims held by Leonard Vigeant for the sum of \$3,075,000.00 (the "Assignment Price") which represents approximately 86% of the Allowed Secured Claim, subject to Final Confirmation and the following terms and conditions. If a nominee other than Thibeault Corporation shall be the Assignee, Thibeault shall remain obligated under this paragraph.

C. Vigeant shall cancel the foreclosure sale of the Debtor's Development Property scheduled for July 27, 2000 as required by the confirmation of the Plan.

D. On or before July 21, 2000, Thibeault shall deposit the sum of \$300,000.00 with Jack S. White, Esq. (the "Escrow Funds" and "Escrow Agent") in escrow for application to the Assignment Price or refund as appropriate. The deposit

BK6315PG1203

shall be non-refundable following Final Confirmation. Within 10 days thereafter, Vigeant shall execute and deliver in escrow to the Escrow Agent an Assignment of the Promissory Note, Mortgage Deed and each of the other Vigeant Loan Documents, as such term is used in the Plan, in such form as may be reasonably required by Edward A. Jordan, Esq., but shall include representations and warranties that (i) Vigeant is the owner and holder of each of such Loan Documents, (ii) he has good right and lawful authority to sell, assign and set over to the Assignee such Loan Documents and that such Loan Documents have not been amended, modified or changed in any material respect except as a result of this Order, (iii) such Loan Documents evidence and secure the repayment of the Allowed Secured Claim, as determined by this Court, and (iv) are valid and enforceable in accordance with their terms and conditions, except as modified by this Order. On Final Confirmation, the Escrow Agent may, and is hereby authorized to disburse the Escrow Funds to Vigeant. The Escrow Agent shall deliver the Assignment to the Assignee simultaneously with the payment of the balance of the Assignment Price. If the Confirmation Order entered by this Court shall not become final or Vigeant shall breach any of the required representations or warranties in any material respect, the deposit shall be refunded to the Assignee.

E. Within 10 days of receipt, the Escrow Agent shall deposit the Escrow Funds in an interest bearing account in the name of the Assignee. All interest earned on the deposit shall remain the property of the Assignee and be paid over to the Assignee or applied to the Assignment Price in the absence of any default by the Assignee. If the Assignee fails to pay the balance of the Assignment Price, the interest may be retained by Vigeant.

F. On or before the 90th day from July 20, 2000, i.e. October 19, 2000 (the "Payment Date"), the Assignee shall pay Vigeant the balance of the Assignment Price.

G. No interest shall accrue or be payable to Vigeant during the period between the date of this Order and the Payment Date except in the event of the default by Assignee.

H. In the event that the Assignee shall not pay the balance of the Assignment Price, Vigeant may proceed to foreclose his Mortgage Deed in conformity with New Hampshire law and the terms of the Loan Documents subject to the following provisions:

BK6315PG1204

(1) No further contractual notice of default required by the Loan Documents need be given;

(2) Without further Order of this Court, a foreclosure may be scheduled for November 30, 2000 or earlier in the event that Thibeault Corporation does not comply with, and satisfy its obligations under this Order with respect to the construction of the Loop Road and related infrastructure in any material and substantial respect;

(3) Subject to commercially reasonable advertising and marketing and the retention of a qualified auctioneer to conduct the sale process and sale itself, a foreclosure sale on or after November 30, 2000 shall comply with, and satisfy the contractual and legal standards governing the length of notice required by New Hampshire law; and

(4) Interest on the conditionally assigned Vigeant Note and Mortgage shall accrue at the rate of 14% from and after the Effective Date.

I. Time is of the essence as to all dates.

J. The Trustee, Reorganized Debtor, Plan Proponents, Assignee and Vigeant will exchange mutual general releases after the settlement has been fully effectuated. Excluded from the Trustee's release shall be any claim or causes of action against Caesar Balzotti or objections to any claim asserted by him.

20. The Assignee shall purchase the Allowed Secured Claim held by Combat Corporation on the same terms and conditions as those pertaining to the purchase of the Vigeant Allowed Secured Claim, modified as appropriate to reflect the fact that the Combat Allowed Secured Claim is \$91,966.20 and that David K. Pinsonneault shall be the Escrow Agent. Combat shall retain its Class 3 Unsecured Claim which will be treated in accordance with the Plan. Combat will not have to provide releases pursuant to paragraph 19.J nor put the deposit in an interest bearing account per paragraph 19.E.

**21. Special Provisions Pertaining to Development Permits:**

A. The provisions set forth in Exhibit B captioned "Provisions Relating to Development Permits" are incorporated herein by reference.

**22. Special Provisions Pertaining to Classes 2-A and 2-B:**

A. With respect to Class 2-A, the Class Interest Rate shall be 10%.

B. With respect to Class 2-B, the Class Interest Rate shall be 6.95%.

Notwithstanding the text of the Plan, the Reorganized Debtor shall pay Combat an

BK6315PG1205

amount equal to the interest which has accrued at the Class Interest Rate monthly beginning on the 30th day following the Effective Date and on the same date of each month thereafter until the Allowed Claim has been paid in full.

**23. Special Provisions Regarding Implementation:**

A. On or before July 25, 2000, Edward A. Jordan, Esq. shall pay over to the Trustee the \$100,000.00 in collected funds being held in escrow by him. As soon as Jordan has collected the \$200,000 paid to him at the commencement of the confirmation hearing, he shall remit the funds to the Trustee.

B. On or before the Effective Date, each and every necessary party shall execute the Incorporated Documents, as such term is defined in the Plan.

C. The Reorganized Debtor shall be in default under the Plan if:

(1) Thibeault Corporation of New England does not begin constructing the Loop Road and related infrastructure pursuant to the Infrastructure Contract on or before August 15, 2000 and substantially complete it on or before December 31, 2000, weather permitting. The process of constructing the Loop Road and related infrastructure includes, and shall be deemed to include, the following essential, pre-construction work; layout, engineering, pre-construction meetings with the Town of Hudson and setting up the road account escrow with the Town of Hudson. The term "substantially complete" means that the road and infrastructure shall have been completed except for (i) the application of a base coat of asphalt if weather should not permit, and (ii) the application of the final coat of asphalt. If the Assignee shall purchase the Vigeant Loan Documents on or before October 19, 2000, the term "substantially complete" shall mean the completion of the majority of the earthwork. Weather permitting the Loop Road and related infrastructure shall be completed by April 30, 2001.

D. If any party in interest should appeal from this Confirmation Order, the period of time provided for the doing of any act or the payment of any money shall be automatically extended for a period coterminous with such appellate proceeding.

**24. Special Provisions Regarding Taxation:**

A. Any conveyances of real estate located in the Debtor's Development Property, as such term is used in the plan, made by the Reorganized Debtor shall be deemed to have been made pursuant to the plan and shall be exempt from the Transfer Tax imposed on transfers of New Hampshire Real Estate under Section 1146(c) of the Bankruptcy Code.

BK6315PG1206

**25. Special Provisions Regarding Insiders:**

A. None of the following persons who are allegedly insiders with respect to the Debtor shall be paid for any work done in connection with the development of the Project until such time as all Class 3 Creditors have been paid in full: Anthony Balzotti, Caesar Balzotti, Dawn Balzotti, Michael Balzotti, as individuals, and Platinum Construction.

B. Dritt may move to intervene as a party plaintiff in the pending RAD Litigation. Dritt will continue to be represented by Orr & Reno if she intervenes in the RAD Litigation which shall be responsible for representing her interests. Subject to reaching a satisfactory agreement regarding fees, the sharing of costs and means for resolving any disputes regarding the acceptance or rejection of any compromise or settlement, Dritt will be treated as if she were one of the plaintiffs represented by Wadleigh, Starr & Peters, PLLC.

26. Except for the competing Plan of Reorganization filed by the Trustee, which has been withdrawn, there are no other plans that have been proposed in this case.

27. The plan is hereby confirmed.

28. The provisions of the plan are hereby made binding upon the debtor and any creditor or equity security holder of the debtor whether the claim or interest of such creditor or equity security holder is impaired under the plan and whether such creditor or equity security holder has accepted the plan.

29. Except as otherwise provided herein or in the plan, and effective as of the Effective Date of the plan, in accordance with section 1141(d) of the Code, the debtor is hereby discharged of and from any and all debts and claims that arose against it before the date of entry of this order, including, without limitation, any debt or claim or a kind specified in sections 502(g), 502(h) or 502(i) of the Code, whether or not (i) a proof of claim based on such debt is filed or deemed filed under section 501 of the Code, (ii) such claim is allowed under section 502 of the Bankruptcy Code, or (iii) the holder of such claim has accepted the plan.

30. Except as otherwise provided herein or in the plan, and effective as of the Effective Date of the plan, in accordance with sections 1141(b) and 1141(c) of the Code, all property of the debtors' estate and all property dealt with by the plan is hereby vested in the debtor free and clear of all claims and interest of creditors and equity security



holders of the debtor.

31. Except as provided in the plan, and subject only to the occurrence of the Effective Date of the plan, any judgment at any time obtained, to the extent that such judgment is determination of the liability of the debtor with respect to any debt or claim discharged hereunder, is hereby rendered null and void.

32. Effective as of the Effective Date of the plan, the commencement or continuation of any action, the employment of process of any act to collect, recover or offset any claim discharged or interest terminated hereunder is hereby permanently enjoined, stayed and restrained.

33. The debtor shall have the right to make objections to any claims or interests, unless prohibited by the plan, by filing with the Court and serving a copy of each such objection and a notice of hearing on such objection upon the holder of such claim or interest no later than **August 31, 2000**.

34. Any claim for damages arising from the rejection of any executory contract or unexpired lease pursuant to the plan shall be forever barred unless a proof of claim therefor in proper form is filed with the Court within thirty (30) days after the later of the date of entry of (i) an order by the Court approving the rejection of such executory contract or unexpired lease or (ii) this order.

35. All applications or requests for compensation or the reimbursement of any expenses or costs by any professionals retained with Court approval in this Chapter 11 case, or fees and expenses by any party in interest must be filed with the Court, with a copy thereof served on counsel for the debtor and the U.S. Trustee on or before **August 31, 2000**.

36. On or before a date that is two (2) business days after the date of entry of this order, pursuant to Bankruptcy Rules 2002(f)(7) and 3020(c), the debtor shall mail to all known holders of claims and interests, notice of the entry of this order and shall serve a copy of this order upon the United States Trustee and all parties entitled to notice pursuant to the Bankruptcy Code. Service of such notice and this order shall be sufficient and complete notice of all matters addressed in this order, including all bar dates set forth herein for the filing of claims, applications and requests for payment and objections, and no further notice with regard to any such matters shall be required.

37. In accordance with the provisions of LBR 3020-1, the Court shall retain exclusive jurisdiction for the following purposes:

- (a) To hear and determine objections to claims;
- (b) To hear and determine any dispute arising under the plan, its implementation and execution of any necessary documents thereunder and any requests to amend, modify or correct the plan, provided such matters are brought before the Court prior to the point of substantial consummation;
- (c) To grant extension of any deadlines set forth in this order as may be appropriate, except that no extension for any reason shall be granted to Assignee and/or the Reorganized Debtor as to the date (October 19, 2000) payment is due Vigeant.
- (d) To enforce all discharge provisions under the plan; and
- (e) To consider and rule upon requests for final compensation.

In addition, until entry of a final decree, the Court shall retain exclusive jurisdiction to hear and determine any dispute arising under paragraphs 19, 20 or 23 of this Order.

The debtor shall be permitted to file a motion requesting additional retention of jurisdiction for specific matters within sixty (60) days of the date of this order. Any such further retention of jurisdiction granted by the Court shall be provided for in a supplementary order on such motion.

38. The debtor shall file an application for final decree pursuant to the provisions of Bankruptcy Rule 3022 and LBR 3020-1 within 120 days from the date of this Order.

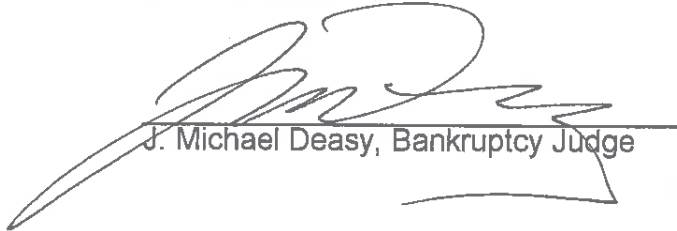
39. The provisions of Section 1141 are incorporated herein by reference, including those staying or enjoining Vigeant from completing or taking any further action with respect to the foreclosure sale scheduled for July 27, 2000 other than canceling it except as shall be otherwise permitted by the paragraph of this Order captioned "Special Provisions Pertaining to Allowed Secured Claims".

BK6315PG1209

40. For good cause shown, including the consent of all of the parties in interest who participated in the confirmation hearing and the imminency of Leonard Vigeant's foreclosure sale, this Order shall become effective on July 21, 2000 as permitted by Rule 3020(e) of the Federal Rules of Bankruptcy Procedure, notwithstanding the ten-day stay which would otherwise be imposed by such Rule.

DONE and ORDERED this 21<sup>st</sup> day of July, 2000 at Manchester, New Hampshire.

BY THE COURT:



J. Michael Deasy, Bankruptcy Judge

BK6315PG1210



UNITED STATES BANKRUPTCY COURT  
for the  
DISTRICT OF NEW HAMPSHIRE

In re:  
SHEPHERDS HILL DEVELOPMENT CO., LLC  
Debtor

CHAPTER 11  
Case No. BK-99-11087-JMD

CERTIFICATE OF VOTE

Caesar Balzotti, Ralph Caruso and Ernest Thibeault, the proponents of Proponent's Third Amended Plan of Reorganization Dated July 5 , 2000 (collectively, the "Proponent" and the "Plan"), hereby certify that:

1. **Unimpaired Classes.** Under the terms of the Plan, all Classes are impaired.
2. **Voting by Impaired Creditor Classes.** Attached as Exhibit A is Shepherds Hill Voting Summary which provides the following information by Class: (i) the name of the Class, (ii) the number of Class Members which voted to accept or reject the Plan, (iii) the percentage by number of Class Members which voted to accept and reject the Plan, (iv) the dollar amount of Claims asserted by Class Members voting to accept or reject the Plan, and (v) the percentage by dollar amount of the Claims asserted by Class Members which voted to accept or reject the Plan. For the purposes of this Certificate, the Voting Summary is incorporated by reference as fully as if set forth at length herein.

3. **Voting Summary by Class.**

A. The following Classes have accepted the Plan:

- (1) Class 1 - Real Estate Tax Claim Class
- (2) Class 3 - Senior Unsecured Claims Class <sup>1</sup>
- (3) Class 4 - Junior Unsecured Claims Class

<sup>1</sup> This assumes that Dritt's rejection is designated and disqualified or that she is permitted to vote to accept the Plan based on the Plan modifications made by the Proponent at her request.

BK6315PG1211

- (4) Class 5 - Subordinate Claim Class
- (5) Class 6 - Equity Interest Holders Class

B. Creditors in the following Classes rejected the Plan by voting against it.

- (1) Class 2-A - Vigeant Secured Claim Class
- (2) Class 2-B - Combat Secured Claim Class

C. Creditors in the following Classes did not cast any ballots with the result that such Classes did not accept the Plan:

- (1) None

D. Total number of Classes: 7

Respectfully submitted,

DATED: July 17, 2000

  
 William S. Gannon

Attorney for:

CAESAR BALZOTTI.

WADLEIGH, STARR & PETERS, PLLC  
 95 Market Street  
 Manchester NH 03101  
 PH: 603-669-4140

DATED: July 17, 2000

  
 Edward A. Jordan

Attorney for:

RALPH CARUSO  
ERNEST THIBEAULT

JORDAN, MAYNARD & PARODI, PLLC  
 40 East Pearl Street  
 Nashua NH 03060  
 (603) 881-5800

BK6315PG1212

SHEPHERDS HILL VOTING SUMMARY @ 7/17/00

CLASS		NUMBER VOTING	%AGE	DOLLAR AMOUNT	%AGE
Real Estate Tax Claim	Accept	1	100.00%	\$175,000.00	100.00%
	Reject	0	0.00%	\$0.00	0.00%
	Total	1	100.00%	\$175,000.00	100.00%
Secured Class Claim 2-A Vigeant	Accept	0	0.00%	\$0.00	0.00%
	Reject	1	100.00%	\$3,452,731.00	100.00%
	Total	1	100.00%	\$3,452,731.00	100.00%
Secured Class Claim 2-B Combat	Accept	0	0.00%	\$0.00	0.00%
	Reject	1	100.00%	\$92,000.00	100.00%
	Total	1	100.00%	\$92,000.00	100.00%
Senior Unsecured Claims	Accept	12	100.00%	\$1,153,208.75	100.00%
	Reject	0	0.00%	\$0.00	0.00%
	Total	12	100.00%	\$1,153,208.75	100.00%
Junior Unsecured Claims	Accept	2	100.00%	\$1,015,767.00	100.00%
	Reject	0	0.00%	\$0.00	0.00%
	Total	2	100.00%	\$1,015,767.00	100.00%
Subordinate Claim	Accept	1	100.00%	\$1,944,717.00	100.00%
	Reject	0	0.00%	\$0.00	0.00%
	Total	1	100.00%	\$1,944,717.00	100.00%
Equity Interest Holders	Accept	5	100.00%	\$0.00	100.00%
	Reject	0	0.00%	\$0.00	0.00%
	Total	5	100.00%	\$0.00	100.00%

BK6315PG1213

VISIONS RELATING TO DEVELOPMENT PERMITS



**UNITED STATES BANKRUPTCY COURT  
DISTRICT FOR NEW HAMPSHIRE**

**In re: Shepherds Hill Development Company, LLC  
Debtor**

**Case #: BK-99-11087-JMD**

1. A final Confirmation Order shall contain provisions determining, finding and ruling with respect to the right to develop the property more fully described and identified as Shepherd's Hill, Kimball Hill Road, Hudson, New Hampshire, Tax Map 5 Lot 214. Said plan being recorded at the Hillsborough County Registry of Deeds as Plan No. 28218 (hereinafter "the property").

2. That the property was the beneficiary of a variance awarded by the Hudson Zoning Board of Adjustment on July 11, 1985 granting permission to construct a multi-family residential use project containing no more than 400 dwelling units (hereinafter "the variance").

3. That the variance was the subject of litigation heard at the Hillsborough County Superior Court South in a matter entitled Leonard Vigeant v. Town of Hudson, Docket No.: 94-E-001. In a decision dated January 18, 1995, the Court found and ruled that the variance allowing the multi-family density and use respecting the property was still valid. All parties agree that this means that the property was allowed to be developed for the purpose of constructing no more than 400 dwelling units (hereinafter referred to as "Order of the Court").

4. That a plan for the development of the property in conformance with the variance and Order of the Court, was approved by the Hudson Planning Board on August 28, 1996, signature date on plan, October 7, 1996. Said plan being recorded at the Hillsborough County Registry of Deeds as Plan No. 28218 (hereinafter "approved plan"). That plan contained 55 separate notes as set forth in Drawing 2 of the plan and was further subject to a development agreement between the Town of Hudson and Leonard Vigeant (hereinafter "Vigeant") dated October 7, 1996. Said development agreement was recorded at the Hillsborough County Registry of Deeds on October 8,

BK6315PG1214

1996, Book 5758, Page 667. The plan was further subject to an amendment to the development agreement dated June 13, 1997 between Vigeant and the Town of Hudson and recorded at the Hillsborough County Registry of Deeds at Book 5823, Page 606.

5. That the present or future owner of the property has the right to construct, develop and otherwise maintain the property pursuant to the terms of the variance and Order of the Superior Court, and in conformance with the approved plan, subject to all of the notes on the approved plan and the development agreement and amendment to development agreement for such period of time as described herein. That pursuant to the terms of the recent Order of the Court on the question of tolling, the property has the right to be maintained and constructed according to the terms of the approved plan up to February 8, 2002. Accordingly, and notwithstanding the provisions of New Hampshire RSA 674:39 or any other common law doctrine which would deem an approved plan that has not built or constructed according to its terms within a stated period of time void or voidable, that the approved plan, as permitted pursuant to the variance and Order of the Court, shall be entitled to be developed and maintained as a multi-family residential project for up to 400 dwelling units for such period of time up to February 8, 2002.

6. The rights that attach to the variance, Order of the Court and the approved plan include the right to be granted such municipal sewer allocation as is necessary to maintain the premises for up to 400 dwelling units. Notwithstanding the fact that the Town of Hudson has recently adopted amendments to its Sewer Ordinance which limits the availability of sewer to a defined amount of flow per dwelling unit, the rights that attached to the property through the variance, Order and approved plan include the right to obtain such sewer flow from the Town of Hudson as is necessary to maintain the premises for up to 400 residential dwelling units. Provided, further, however, that a Sewer Capital Assessment Fee must be paid at the time of issuance of a building permit for any such dwelling unit. The Town of Hudson shall charge a Sewer Capital Assessment fee in the amount of \$1,550 per dwelling unit. The present or future property owner reserves the right to investigate the history of payment of fees and

BK 6315 PG 1215



expenses for sewer connection to the project in order to ascertain whether the correct amount of Sewer Capital Assessment Fee is being charged by the Town of Hudson

7. That the rights to maintain, develop and use the property as granted and permitted by the terms of the variance, Order and approved plan will be subject to the following additional terms and conditions which are hereby imposed and are binding on the present and future property owner:

- A. That the rights that attach to the variance, Order and approved plan will only exist and continue until no later than December 31, 2002. Provided however, that if the present or future property owner is able to make substantial completion of the project on or before December 31, 2002, then the rights to maintain and use the property as derived from the variance, Order of the Superior Court and/or the approved plan shall be fully, absolutely and permanently vested and under no circumstances shall those rights be lost or deemed void or voidable in any way by any subsequent Zoning Ordinance amendment, regulation, rule or statute adopted by the Town of Hudson or other appropriate land use agencies. For the purpose of this paragraph, substantial completion necessary to achieve absolute and permanent vesting from subsequent changes in land use or other regulations shall only be achieved if the present or future property owner completes to the satisfaction of the Town of Hudson the construction of the infrastructure of the Project consisting of the installation of drainage, utilities, and roadways being the loop road, so called, completion of all finger roads in phases necessary for the 100 units as defined below, and any remaining offsite improvements and at least 100 units. In addition, for the 100 units that must be so completed, the on site parking lots, community buildings, maintenance buildings, tot lots servicing those units shall be completed as well as the payment of all required impact fees due and owing to the Town of Hudson as set forth in ¶6 and ¶7C. In order to achieve substantial completion

BK6315PG1216

with regards to the 100 units described herein, the work on all such units shall have at a minimum reached the stage of having passed the stage of construction inspection, as administered by the Town of Hudson for insulation installation.

- B. Notwithstanding the terms of the prior variance, Order of the Superior Court and the terms and conditions of the approved plan, the present or future property owner agrees and shall be bound by a Phasing Agreement incorporated herein and to be recorded at the Hillsborough County Registry of Deeds. Said Phasing Agreement shall provide that the present or future property owner shall not be permitted to obtain more than 100 certificates of occupancy per calendar year for dwelling units at the property. It is the express understanding of this paragraph that notwithstanding whether or not multiple dwelling units are located within individual structures, under no circumstances shall more than 100 dwelling units be issued certificates of occupancy per calendar year at the property. Provided, however, if in the year 2000 less than 100 certificates of occupancy are issued, then the unissued amount from 2000 may be carried over and be issued in the year 2001, so long as the total number of certificates of occupancy issued in the year 2001 shall not exceed 175. Provided, further, if in the year 2002 the total number of certificates of occupancy issued in the years 2000 and 2001 combined is less than 200, then the unissued amount may be carried over and be issued in the year 2002, so long as the total amount issued in the year 2002 does not exceed 125. It is expressly understood and agreed that these permits cannot otherwise be accumulated in any way whatsoever and under no circumstances will the Town of Hudson be required to issue more than 100 certificates of occupancy per calendar year, other than as stated in this paragraph.

BK6315PG1217

- C. Notwithstanding the terms and conditions of the variance, Order of the Superior Court or the terms and conditions of the plan and attached development agreement, the present or future owner of the property shall pay to the Town of Hudson such impact fees as follows. For those units that are issued certificates of occupancy on or before February 8, 2002, an impact fee of \$600.00 per unit shall be paid to the Town of Hudson. For those units that are issued certificates of occupancy on or after February 9, 2002, an impact fee of \$1,200 per unit shall be paid to the Town of Hudson, or the amount payable under then existing impact fee schedules, whichever is the lesser. For the purposes of this subparagraph the term "impact fee" shall mean School Impact Fee, Public Library Impact Fee and Road CAP Fee. As used in this subparagraph, the term "impact fee" shall not refer to the Sewer Capital Assessment Fees described in ¶6 of this agreement.
- D. The present or future owner of the property shall make a contribution towards the park on the Benson's piece in the amount of \$375.00 per unit payable at the sale of such unit.

8. That the rights to maintain, use and develop the property as permitted and granted pursuant to the terms of the variance, Order of the Superior Court and the approved plan, as modified by the provisions of ¶7 herein, shall continue for such a period of time as described herein up to December 31, 2002. Provided however, if substantial completion of the project is not achieved as described in ¶7 C herein on or before December 31, 2002, then the property and the rights to develop the property shall then be subject to the then existing terms and conditions of the Town of Hudson Zoning Ordinance, Site Plan Review Regulations and any other local regulations, including building regulations that may pertain to the use and development of the property. In the event of failure to complete substantial improvements on or before December 31, 2002 that under those circumstances the property would then have to comply with the then existing dwelling unit density requirements, wetland regulations, flood zone regulations, and any other building and land use regulations that would

BK6315PG1218

pertain to the property. The parties recognize that in that eventuality the property would not be allowed to legally support 400 dwelling units and in all likelihood the number of dwelling units would be drastically reduced from the presently allowed 400 dwelling units as permitted by the terms and conditions of the variance, Order of the Superior Court and the plan. The parties recognize that the date of substantial completion as defined herein of December 31, 2002 shall result in either irrevocable vesting of the right to the project to be maintained for 400 dwelling units or the irrevocable loss of that right so that the property thereafter can only be used and maintained in full conformance with then existing zoning and land use regulations of the Town including but not limited to the then existing sewer ordinance of the Town which may limit the availability of sewer, density and wetland regulations. The parties recognize that all prior rights that have been defined by the existence of the variance, Order of the Superior Court and approved plan shall there and on that date, when failure to make substantial completion has not been achieved, expire and be extinguished.

9. Further, notwithstanding the rights attached to the plan, variance, Order of the Superior Court and approved plan, notwithstanding the fact that Note 20 on the approved plan indicates that there will be a 15 foot separation between all buildings, all buildings shall be separated by a minimum of 20 feet as currently required by the terms and conditions of the Town of Hudson's Fire Code and Life Safety Regulations as presently enforced by the Town of Hudson Fire Department. In addition, in order to satisfy the current requirements and recommendations of the Hudson Fire Department, all on-site roads within the project shall be designed and built to address all other life safety concerns, including but not limited to the adequacy of turning radii in order to accommodate emergency vehicles and the length and dimension of roads and cul-de-sacs. Provided, however, should these Town of Hudson Fire Department requirements cause a decrease in the number of units, or would cause a change in the design of the loop road, so called, then under those circumstances the project shall only be required to meet such Fire Dept. standards as reasonably possible using best engineering practices. Under no circumstances should these provisions cause a decrease in the number of units below 400 units.

BK6315PG1219

10. Further, notwithstanding the terms and conditions as set forth herein, and notwithstanding the rights that attach to the property by virtue of the variance, Order of the Superior Court and approved plan, the present or future property owner shall be obligated to obtain and fully abide by the terms and conditions of any other necessary permits to include but not limited to alteration of terrain permit, wetlands permits, or any other permits required from the New Hampshire Department of Environmental Services, the Environmental Protection Agency and any other agency having jurisdiction over a land use project of this sort.

11. Furthermore, notwithstanding the foregoing, and notwithstanding the rights attached to the variance, Order of the Superior Court and plan, the present or future property owner, when carrying out construction on the property, shall pay for the cost of the Town of Hudson engaging a suitable construction inspection engineer to verify compliance with the terms and conditions of the approved plan and permits issued by the New Hampshire Department of Environmental Services or agencies having jurisdiction. This will require the present or future property owner setting up an adequate engineering escrow account to pay for the cost of the Town's consulting engineer and the amount of that account will be set after mutual consultation between the present or future property owner and the Town of Hudson by and through the Hudson Planning Board or Planning Department.

12. At the sole option of the present or future property owner, a modified plan including single family triplex units along with the original 148 townhouse units may be proposed to the Town of Hudson. In that event, the Hudson Planning Board would have jurisdiction to consider approval of said modified plan which will be treated by the Town of Hudson Planning Board as a new application for subdivision approval. That such modified plan would be presented to the Board recognizing that the Board shall be obligated to grant approval for up to 400 dwelling units. Other than being required to approve a plan that at a minimum permits construction of 400 dwelling units, the Planning Board shall have the discretion to impose terms of conditions of approval that are the same as those imposed on the plan in 1996, and the accompanying development agreements, or impose new and different terms and conditions of approval that do not lessen the construction as contemplated under the prior approved plan. As

BK6315PG1220

a general statement of policy, any modified plan is to be considered by the Board in light of the previous approval of the plan for Shepherd's Hill, HCRD #28218 and all of the terms and conditions of that approval including the 55 notes on the plan and the original development agreement and modified development agreement and all attachments thereto. However, the Board would not be bound to reimpose all of the same terms and conditions, but at its sole option could do so, as well as impose new terms and conditions so long as 400 dwelling units would be permitted by any modified plan. Any such modified plan would be subject to all of the terms and conditions of this agreement, including ¶15 (number of allowed units), ¶16 (sewer allocation), ¶17 (time limit, phasing, impact fees, Benson Park contribution), ¶18 (loss of vesting), ¶19 (building separation), ¶110 (other permits) and ¶111 (construction inspection fees).

BK6315PG1221

AMENDMENT TO DEVELOPMENT AGREEMENT

This Agreement is entered into this 13 day of JUNE, 1997 by and between Leonard Vigeant of 4 Hilltop Road, Hudson, County of Hillsborough, State of New Hampshire, herein referred to as Owner; and the Town of Hudson, a Municipal Corporation doing business at 12 School Street, Hudson, County of Hillsborough, State of New Hampshire, herein referred to as the Town.

The parties hereby agree to amend the Development Agreement dated October 7, 1996, recorded at the Hillsborough County Registry of Deeds at Book 5758 Pg 0667, as follows:

1. Delete Note 52 on Drawing No. 2 of the Plan and substitute the following new Note 52: "There shall be a maximum of 40 - three bedroom units, the remaining 360 units shall be one or two bedroom units. Alternately, the Developer shall be allowed to substitute 126 detached single units (50% less units) for the 252 duplex units. The detached single units shall consist of a 115 three bedroom units (max) and 11 - two bedroom units".

2. Amend Stipulation No. 10 of the Decision Notice - Shepherds Hill, dated February 14, 1996 by adding the following: "(c) Should the Developer (Owner) choose to substitute the detached units per amended Plan Note 52 (item 1 above), the schedule of improvements shall be amended to: on or before the issuance of the 50th unit and the 150th unit respectively"

3. Amend Stipulation No. 11 of the Decision Notice - Shepherds Hill, dated February 14, 1996 by adding the following to subsection (a) "Should the Developer (Owner) choose to substitute the detached single units for the duplex units per amended Plan Note 52 (item 1 above), the Developer (Owner) shall pay an offsite impact fee of \$1200 per single detached unit prior to the issuance of building permits for the first 150 detached single units (to a total of \$180,000) at which time the entire escrow fund shall be considered fully funded."

13 In witness whereof, the parties hereunto set their hands the this day of JUNE, 1997.

Cynthia May
Witness

Cynthia May
Witness

For Leonard Vigeant:
Leonard A. Vigeant
Owner 6-11-97
Title Date

For the Town of Hudson:
George R. Hill
Planning Board Chairman 6/13/97
Date

BK5823PG0606

DEVELOPMENT AGREEMENT

This Agreement is entered into this 7 day of OCTOBER, 1996 by and between:

Leonard Vigeant of 4 Hilltop Rd., Hudson, County of Hillsborough, State of New Hampshire (hereinafter referred to as Owner); and

The Town of Hudson, a Municipal Corporation doing business at 12 School St., Hudson, County of Hillsborough, State of New Hampshire 03051 (hereinafter referred to as Town).

It represents the understanding of the parties regarding the granting by the Hudson Planning Board of site plan approval for the development of a multi family development pursuant to the plans and conditions referenced below.

WHEREAS, the Hudson Planning Board has been duly authorized to approve and disapprove site plans for non-residential developments pursuant to RSA 674 et seq; and

WHEREAS, Owner has applied for approval for the below-described project in compliance with Town zoning ordinances, site plan regulations, and the rules and regulations of the Hudson Planning Board; and

WHEREAS, the site plan approvals stipulated that the parties execute a development agreement;

As consideration for the Hudson Planning Board granting final site plan approval, the parties hereby agree as follows:

I

Final site plan approval is granted for the plan entitled "Shepherd's Hill Site Plan" SP#03-95 Map 25, Lot 214 as prepared by Maynard and Paquette, Inc. dated 2/3/95, last revised 2/7/96 (hereinafter together with supporting plans and sheets, "Site Plan" or "Plans".) The totality of improvements shown on the Site Plan is sometimes referred to as "Development". The Off-site Improvements which are intended to become the property of the Town of Hudson are sometimes referred to as "Public Improvements". Improvements which are intended to remain private are sometimes referred to as "On-site Improvements".

The outstanding stipulations of the approvals are attached hereto and incorporated herein in Exhibit A.

650146

96 OCT -8 AM 11:20

BK5758PG0667



- 2 -

## II

The Owner shall complete the Development in accord with the final set of Site Plan filed with the Planning Board for the Town of Hudson, New Hampshire. The Owner shall construct the project in the sequence listed and outlined on drawing 43 of the Site Plan or in such other sequence as may be reasonably acceptable to the Town engineer in his reasonable and good faith discretion. Owner shall comply with the Site Plan as approved by the Planning Board, including but not limited to, notations set forth on the Site Plan. Deviation from or amendments to the Site Plan may only be made with the written approval of the Planning Board, and/or the Town Engineer as appropriate. The applicant shall pay administrative fees relating to building permits, sewer connection fees, and other standard fees associated with construction and building applications. CAP fees and all other impact type fees for the development have been waived for good cause shown. However, the Owner shall contribute \$600.00 per unit to an escrow fund for purposes of funding Public Improvements in accord with the stipulations of approval (which stipulations are attached hereto as part of Exhibit A). Any new impact type fees shall not apply.

## III

Owner shall comply with all subdivision, site review and zoning regulations which have been promulgated by the Town, as they may apply. The Owner's approvals as set forth in this Development Agreement include one variance granted by the Zoning Board of Adjustment for the Town of Hudson, New Hampshire. The terms and conditions of the variance are set forth in Exhibit B attached hereto and incorporated herein by reference.

## IV

Owner shall obtain all necessary local, state and federal permits and shall comply fully with their terms. The Owner shall obtain the following state and federal permits and/or approvals:

- A. A final driveway permit from the Department of Transportation for the State of New Hampshire for a curbcut enabling the development to access Kimball Hill Rd., for 400 residential units in accord with the approved Site Plan;
- B. A final site specific alteration of terrain permit from the State of New Hampshire; and
- C. A final wetland's permit from the State of New Hampshire.

The Owner shall comply with all conditions of approvals and/or permits. All improvements shall meet the standards of workmanship as required by the Plans and the

BK5758PG0668

applicable regulations.

V

The Owner acknowledges that Public Improvements are required by the stipulations of approval with specific reference to stipulation #10 and stipulation #11 all (Off site Improvements which will be owned by the Town are hereinafter Public Improvements). The contemplated improvements include improvements to the vertical alignment (profile), drainage (culverts and roadside swales), and under drains. The developer, developer's representatives, and the town engineer have agreed upon a cross section which shall be 26 feet of pavement and 2 foot shoulders. The details and specifications of construction shall be resolved to the mutual agreement and satisfaction of the developer, developer's representatives, and the town engineer at the pre-construction meeting. All such Public Improvements shall meet the standards of workmanship as required by the Plans and shall meet the standards and quality of workmanship agreed upon by the developer, developer's representative, and the town engineer.

The Owner shall construct and install the Public Improvements in accord with the stipulations of approval. The escrow funds required by the stipulation of approval shall be used for payment to contractors, subcontractors, engineers, and others who perform the design and construction of the Public Improvements at the direction of the Owner but with the cooperation and guidance of the town engineer.

The Owner may from time to time request disbursement to contractors or subcontractors as payment for work completed in accord with the required Public Improvements. Each request for the disbursement of funds shall be made to the town engineer for the Town of Hudson, New Hampshire. Prior to each disbursement, the Owner or Owner's agent shall identify the work completed. The town engineer shall reasonably satisfy himself that the improvements for which disbursement is requested have been properly constructed and completed in conformance with the plan. The town engineer shall also reasonably satisfy himself that there is sufficient money remaining in the escrow fund to pay for completion of the balance of the Public Improvements which are required by the stipulations of approval. The engineer may then disburse funds from the escrow fund in order to pay such contractors or subcontractors.

Upon completion of all Public Improvements, the Owner may request a final disbursement and release. The final disbursement and release shall be directed to the town engineer. The town engineer shall inspect the improvements as installed and completed. If the improvements meet the requirements and specifications of the Plans, and are complete, the town engineer shall disburse the remaining funds from the escrow fund as directed by the Owner. EXCEPT HOWEVER, the town engineer may retain \$16,000.00 for the duration of the maintenance period in accord with the stipulations of approval. In the event that the Public Improvements are not properly installed and/or completed in accord with the Plans, then the town engineer and the town of Hudson, New Hampshire may use the escrow funds to complete

BK5758PG0669

the Public Improvements. Any sums which remain in the escrow fund after completion of the Public Improvements and after expiration of the maintenance period, shall be returned to the Owner.

VI

Owner shall provide and install erosion and sedimentation control measures as required by the plan, by RSA149-M, and as deemed necessary by the Town Engineer or his designated agent.

VII

The Owner shall be responsible for damages during construction which are caused by its own negligent acts and/or omissions and the negligent acts and/or omissions of its employees or agents. This includes, but is not limited to, erosion, runoff, sedimentation, drainage, property damage by construction equipment, including damage to existing streets, sewers and drainage systems. Upon notification by the Town, Owner must submit remedial response within one week to remedy the problem. The Town engineering division shall then set a construction schedule in consultation with the Owner so that the problem can be corrected as soon as practical.

VIII

It is the intent of the signatories to the agreement that only they can sue to enforce the agreement's terms. The agreement confers no rights on third parties.

IX

The Owner's promise to perform improvements incorporated herein is an obligation independent from any alleged breach by the Town once the Planning Board has given the Owner Site Plan approval and once work on the site has begun.

X

Owner shall notify the Town Engineer at least sixty days prior to anticipated construction. A pre-construction meeting shall be held at least thirty days prior to commencement of construction. An escrow agreement for the Public Improvements shall be finalized at the pre-construction meeting.

The Town Engineer or his designated agent shall be responsible to inspect the installation

BK5758PG0670

of all Public Improvements. As the Owner completes an agreed upon portion of the described improvements, the Owner shall notify the Town Engineer in writing. As soon as practicable, but no later than 30 days after receiving such notification, the Town Engineer or his designated agent shall inspect the Public Improvements to determine whether they are in compliance with the agreement and the plans in all material respects. If the Public Improvements do not comply, the Town Engineer shall notify Owner of disapproval and grounds therefor. This written notice shall specify in reasonable detail the deficiencies which need to be corrected.

XI

When Owner substantially completes On-site Improvements reasonably required for occupancy of a particular unit or units (as reasonably determined by the Town Engineer in accord with the construction sequence set out in drawing 43 of the Site Plan), then the Owner shall notify the Town planner in writing of such completion. Promptly after receiving such notification, the Town planner, or the planner's designated agent, shall inspect the On-site Improvements to determine whether they are in compliance with this agreement and the Site Plan in all material respects. If the On-site Improvements do not comply, the Town planner shall, as soon as practicable, notify the Owner of disapproval and grounds therefor. The written notice shall specify in reasonable detail, the deficiencies which need to be corrected. If the On-site Improvements are in conformity with the agreement and the Site Plan, the Town planner shall issue the Owner a letter of completion as soon as practicable but no later than ten working days.

XII

If the Town shall fail to notify Owner in writing of its approval or rejection of the completed improvements within forty (40) days of the receipt of any such notice of completion, the improvement shall be deemed to be approved by the Town as completed in accordance with this agreement. This period may be extended for thirty days upon the Town's showing that the forty (40) day period is insufficient to enable the Town to reach such a determination despite using due diligence due to factors beyond the control of the Town.

XIII

The certificate of completion issued by the Town does not waive any right to draw on the security in the event of defects discovered within the warranty period.

BK5758PG0671

- 6 -

XIV

The Owner shall warranty that the Public Improvements shall be free from any defect for a period of 2 years. The Town has a duty to notify the Owner in writing of any defect discerned within the warranty period. Upon receiving notice of any defect, the Owner shall remedy the defect within thirty days. The Town may waive this time limitation if circumstances warrant.

XV

In the event the Owner is unable to correct defects to the Public Improvements within the warranty period, the Owner shall extend the time frame of the warranty period and accompanying letter of credit to such time as is necessary for the Town to inspect and certify the corrections.

XVI

Upon completion of all Public Improvements and Town certification thereof, the Applicant shall either extend the existing security agreement for a period of two years in an appropriate sum s determined by the Town Engineer to cover the cost of correcting any defects discovered within the warranty period, or execute a new security agreement for the same purpose. When a new security agreement for the same purpose. When a new security agreement is executed, the original shall be released.

At the time of plan recording, Owner shall also execute and deliver to the Town easements for sewer, drainage, water, utilities as may be specified by the Hudson Planning Board, or otherwise specified on the plan.

XVII

Owner shall restrict use of a certain portion of the lot which is the subject of the site plan entitled " Shepherd's Hill Site Plan " dated 2-3-95 and last revised 9-27-96 all in accord with and consistent with the conservation easement attached hereto as Exhibit C.

BK5758PG0672

- 7 -

XVIII

Owner agrees to pay all administrative fees required by applicable ordinances and regulations of the Town in effect at the time of this Agreement. Owner shall have an affirmative obligation to supplement this fee schedule as information about the number of dwelling units per lot becomes available. Any new impact fees shall not apply.

XIX

Owner shall deliver lien waivers to the Town concerning all labor and material incorporated into the Public Improvements.

XX

A note shall be added to the recorded plan. This note shall state the existence of this development agreement, and that a copy of it is on file with the Hudson Planning Department. This agreement shall be recorded with the plan.

XXI

This Agreement shall run with the land and shall be binding on any subsequent purchaser of the proposed development, on Owner's heirs and assigns, and on any successor entity. With the exception of the aforementioned warranty obligation, obligations under this Agreement shall cease upon completion of all construction anticipated by the plan and upon acceptance of any improvements by the Town. At the conclusion of the warranty period and upon completion of all construction pursuant to the plan, all obligations under this Agreement shall terminate.

XXII

A material breach of any term of this agreement shall constitute default, entitling the Town to immediately draw upon the letter of credit, if appropriate.

XXIII

The Owner's insolvency, the appointment of a receiver or any involuntary petition of Owner into bankruptcy shall constitute default, and shall entitle the Planning Board to draw upon any letter of credit or other security unless reasonable assurances regarding the completion of all

BK5758PG0673

improvements have been given to the Town engineer.

XXIV

The commencement of foreclosure proceedings against Owner shall constitute default, and shall entitle the Planning Board to draw upon any letter of credit or other security unless reasonable assurances regarding the completion of all improvements have been given to the Town engineer.

XXV

If any section, clause, provision, article or portion of this contract shall be invalidated by any court of competent jurisdiction, such holding shall not invalidate any other section of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

FOR LEONARD VIGEANT

FOR

*Leonard A. Vigeant*

*Cynthia G. May 8/19/96*  
Witness

TITLE:

*Owner 8-19-96*

FOR THE TOWN OF HUDSON

*Cynthia G. May*  
Witness

*Leonard A. Vigeant*  
Planning Board Chairman

BK5758PG0674

ABUTTERS: (1995)

- Map 25/Lot 214  
Leonard Vigeant  
4 Hilltop Road  
Hudson, NH 03051  
Bk 5389, Pg 1791
- Map 25/Lot 209  
Stanley & Sophie Alukonis  
123 Central St.  
Hudson, NH 03051  
Bk 5206, Pg 0493
- Map 25/Lot 207  
Paul & Elizabeth Fournier  
16 Krystal Dr.  
Hudson, NH 03051
- Map 25/Lot 208  
Richard & Claudia Bouchere  
8 Windham Rd.  
Hudson, NH 03051
- Map 25, Lot 211  
Town of Hudson  
12 School Street  
Hudson, NH 03051
- Map 25/Lot 212  
David, Robert & Cynthia Thompson  
230 Central Street  
Hudson, NH 03051
- Map 25/Lot 213  
Robert & Paula Pelletier  
10 Kimball Hill Rd.  
Hudson, NH 03051
- Map 25/Lot 210-1  
Leo & Jean Traverse  
12 Kimball Hill Rd.  
Hudson, NH 03051
- Map 25/Lot 215  
Sharon Bishop  
14 Kimball Hill Rd.  
Hudson, NH 03051
- Map 25/Lot 214-1  
James & Nina Murray  
16 Kimball Hill Rd.  
Hudson, NH 03051
- Map 25/Lot 214-2  
Fredrick & Pennie Gillis  
20 Kimball Hill Rd.  
Hudson, NH 03051
- Map 20/Lot 25  
State of New Hampshire  
PO Box 483  
Concord, NH 03302
- Map 21/Lot 3  
Glenn & Maureen Corcoran  
31 Kimball Hill Rd.  
Hudson, NH 03051  
Bk 5481, Pg 1142
- Map 21/Lot 4-1  
Horizon Realty Trust  
PO Box 797  
Salem, NH 03079
- Map 26/Lot 12  
Daniel & Denise Freeman  
44 Kimball Hill Rd.  
Hudson, NH 03051  
Bk 3279, 7660
- Map 26/Lot 13-2  
George & Helen Ahern  
48 Kimball Hill Rd.  
Hudson, NH 03051
- Map 26/Lot 13-1  
Edward & Elizabeth Selinger  
52 Kimball Rd.  
Hudson, NH 03051
- Map 26/Lot 15  
Edna Klement  
64 Kimball Hill Rd.  
Hudson, NH 03051
- Map 26/Lot 25  
State of New Hampshire  
Dept. of Transportation  
Concord, NH 03301

Indirect Abutters

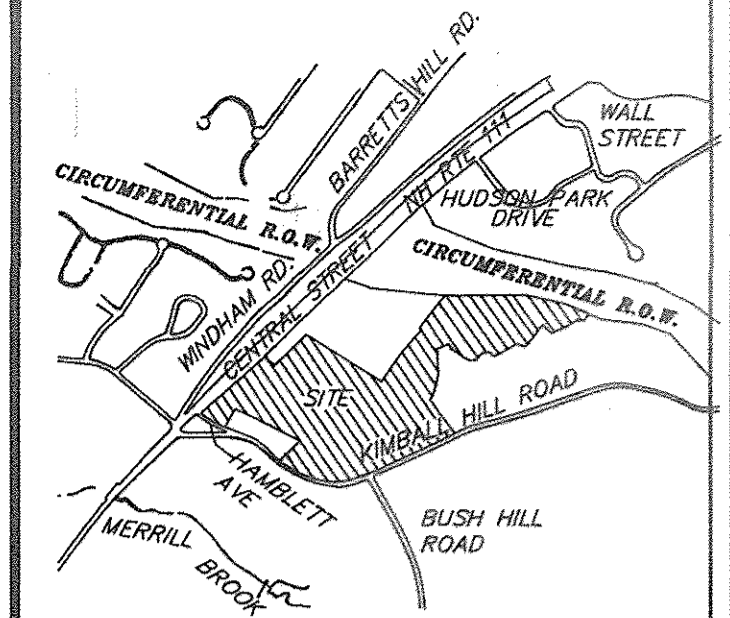
- Map 25/Lot 204  
Stanley, Jenney & Joseph Gavel  
21 Windham Rd.  
Hudson, NH 03051
- Map 25/Lot 205  
Jean Subsbury  
18 Windham Rd.  
Hudson, NH 03051
- Map 20/Lot 23  
Raymond Lorden  
136 Broad Street  
Hollis, NH 03049
- Map 20/24  
Kenneth Barrett  
11 Kimball Hill Rd.  
Hudson, NH 03051
- Map 26/Lot 10  
Joseph & Shirley Kopka  
45 Kimball Hill Rd.  
Hudson, NH 03051

PLAN REFERENCES:

- CONSOLIDATION PLAN, LOTS 210 & 214 \ MAP 25 AND LOTS 11 & 24-6 \ MAP 26, N.H. RTE 111 AND KIMBALL HILL ROAD, HUDSON, NEW HAMPSHIRE; PREPARED FOR BAY NEW HAMPSHIRE CORP., BOSTON, MA.; SCALE: 1"=200'; DATED SEPTEMBER 1985; BY WAYNARD & PAQUETTE, INC.
- SITE PLAN, LOT 214 \ MAP 25, RIDGEWOOD, KIMBALL HILL ROAD, HUDSON, N.H.; FOR KIMBALL HILL TRUST; DATED NOVEMBER 3, 1988; BY ATLANTIC ENGINEERING & SURVEY CONSULTANTS, INC.; APPROVED BY THE HUDSON PLANNING BOARD FEBRUARY 2, 1989.

PLAN APPROVAL EXTENSIONS GRANTED JANUARY 10, 1990.

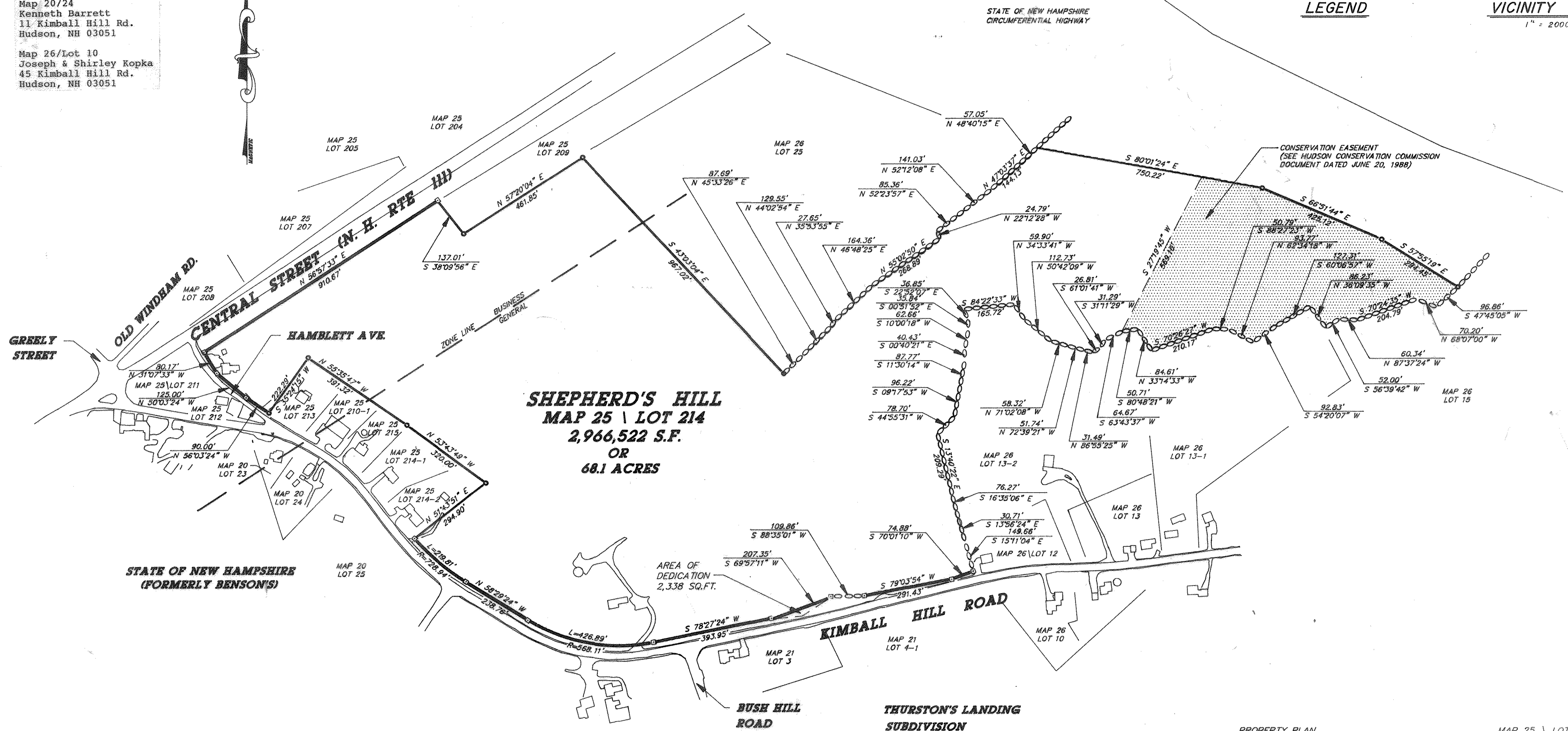
- - STONE BOUND FOUND
- - STONE BOUND TO BE SET
- - IRON PIPE FOUND
- - IRON PIPE TO BE SET



LEGEND

VICINITY PLAN

1" = 2000'



NO.	DATE	BY	REVISION
1	9-27-91	JST	INITIAL MEASUREMENTS
2	11-1-91	JST	CONSENT
3	1-11-92	JST	GENERAL NOTES, WATER
4	4-20-92	JST	GENERAL

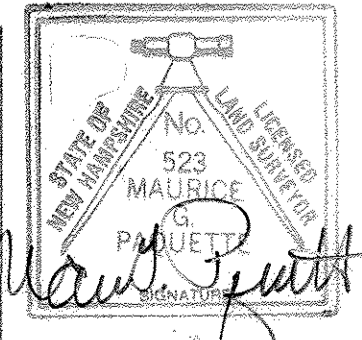
APPROVED BY THE HUDSON PLANNING BOARD  
DATE OF MEETING: AUGUST 28, 1990

*Richard M. Botte* SIGNATURE DATE: 10-7-96  
SIGNATURE DATE: 10-7-96

SITE PLANS ARE VALID FOR ONE YEAR FROM THE DATE OF PLANNING BOARD MEETING FINAL APPROVAL. FINAL APPROVAL COMMENCES AT THE PLANNING BOARD MEETING DATE AT WHICH THE PLAN RECEIVES FINAL APPROVAL.

*Leonard Vigeant*  
LEONARD VIGEANT, OWNER  
DATE: 10-7-96

I CERTIFY THAT THIS PLAN WAS PREPARED FROM BOUNDARY INFORMATION SHOWN ON PLAN REFERENCES 1 - 2 AND A FIELD SURVEY MADE ON THE GROUND IN AUGUST 1985 HAVING A MAXIMUM ERROR OF CLOSURE OF 1:10,000, IN ACCORDANCE WITH THE REGULATIONS OF THE TOWN OF HUDSON.



PROPERTY PLAN MAP 25 \ LOTS 214  
**SHEPHERD'S HILL**  
**KIMBALL HILL ROAD**  
**HUDSON, NEW HAMPSHIRE**

PREPARED FOR:  
LEONARD VIGEANT  
4 HILLTOP ROAD  
HUDSON, NEW HAMPSHIRE 03051

SCALE: 1" = 200'  
DATE: FEBRUARY 3, 1995  
**Maynard & Paquette, Inc.**  
Consulting Engineers & Land Surveyors  
23 East Pearl Street, Nashua, NH 03060  
(603) 883-8384

JST	JST LPN	DESIGNED	DRAFTED	CHECKED	APPROVED	BOOK & PAGE	REVISION

HCRO# 28218

MAP 25 \ LOT 214



NOTES:

- PRESENT ZONING: "G" GENERAL, "B" BUSINESS
- PROPOSED USE: 400 RESIDENTIAL UNITS
- VARIANCE GRANTED JULY 11, 1985 BY THE HUDSON ZONING BOARD OF ADJUSTMENT TO PERMIT THE CONSTRUCTION OF 400 MULTIFAMILY UNITS WITH THE FOLLOWING STIPULATIONS:
  - THAT 65 PERCENT OF THE PARCEL WOULD BE LEFT OPEN FOR GREEN AREA. (DONE - SEE NOTE 13)
  - THAT BENSONS, AS PART OF THE DEED, WOULD NOT REQUEST ANY OTHER USE VARIANCE FOR ANY OTHER PARCELS THAT THEY OWN, AND THAT THE ADDITIONAL NINE ACRES FRONTING ALONG ROUTE 111 WOULD NOT BE DEVELOPED IN A MULTI-FAMILY PROPOSAL. (DONE - LAND NOW OWNED BY THE STATE OF NEW HAMPSHIRE)
  - THAT THE VARIANCE WOULD STIPULATE AN AMOUNT OF UNITS NOT TO EXCEED 400 UNITS, THIS NUMBER DEPENDING UPON COMPLIANCE WITH PLANNING BOARD CRITERIA. (DONE - SEE NOTE 2.)
  - THAT AN AS-BUILT PLAN OF BENSONS WOULD BE SUBMITTED TO THE PLANNING BOARD. (DONE - ON FILE WITH THE TOWN OF HUDSON.)
  - THAT THIS PROPOSAL WOULD BE FURTHER REVIEWED BY TOWN COUNCEL TO INSURE THAT THE STIPULATIONS ARE FULLY MET. (DONE - SEE COURT DOCKET 94-E-001)
- TOTAL AREA OF PARCEL: 2,966,522 SQ.FT. OR 68.1 ACRES
- SOIL TYPES:
  - C5B CHATFIELD HOLLIS COMPLEX, 3-18% SLOPES
  - C5C CHATFIELD HOLLIS COMPLEX, 8-15% SLOPES
  - C1D CHATFIELD HOLLIS ROCK OUTCROP COMPLEX, 15-35% SLOPES
  - H5B HINKLEY LOAMY SAND, 3-8% SLOPES
  - Rp RIPPONHAM FINE SANDY LOAM, 0-3% SLOPES
- SITE TO BE SERVED BY MUNICIPAL SEWER AND SOUTHERN NEW HAMPSHIRE WATER COMPANY.
- ALL SIGNS TO CONFORM TO TOWN OF HUDSON REGULATION (SEE SITE PLAN FOR LOCATIONS AND DETAILS).
- ALL EXTERIOR LIGHTING TO CONFORM TO TOWN OF HUDSON REGULATIONS (SEE SITE PLAN FOR LOCATIONS AND DETAILS).
- BUILDING FOOTPRINTS SHOWN MAY BE ALTERED IN CONFIGURATIONS, LOCATION AND/OR ADJUSTED TO BEST CONFORM WITH GRADES AND TOPOGRAPHY. SUBJECT TO REVIEW AND APPROVAL BY THE TOWN ENGINEER.
- DRIVEWAYS SHOWN INTO BUILDINGS INDICATE UNITS WITH GARAGE UNDERS.
- UP TO 150 OPTIONAL CARPORTS OR GARAGES MAY BE ATTACHED TO THE TOWNHOUSE UNITS. THESE STRUCTURES, IF BUILT, WILL REPLACE ANY EQUIVALENT NUMBER OF PARKING SPACES IMMEDIATELY ADJACENT TO THE PROPOSED STRUCTURE. FURTHERMORE, SEPARATE CARPORTS AND/OR GARAGES MAY BE BUILT IN SOME SECTIONS OF THE PROPOSED PARKING LOTS REPLACING AN EQUIVALENT NUMBER OF PARKING SPACES IN THE SAME PROXIMITY. SEE DRAWINGS 5-9 FOR SOME, BUT NOT ALL, TYPICAL LOCATIONS AND DETAILS.
- DECKS AND/OR PATIOS AND/OR TERRACES ARE INCLUDED IN THE BUILDING FOOTPRINTS SHOWN HEREIN TO THE MAXIMUM EXTENT PROPOSED. THESE ARE OPTIONS, AND SOME MAY NOT BE BUILT.
- OPEN SPACE (GREEN): 70% SHOWN, 65% REQUIRED PER ZBA STIPULATIONS.
- PARKING: 2 PER UNIT x 400 UNITS = 800 SPACES  
RECREATIONAL AND VISITOR = 58 SPACES  
EACH UNIT SHALL BE PROVIDED WITH TWO PARKING SPACES WITHIN THE PARKING AREA PROVIDED FOR THE CLUSTER OF UNITS WITHIN WHICH IT LIES.
- MINIMUM BUILDING SETBACKS:
  - KIMBALL HILL ROAD - 50 FEET
  - SIDE AND REAR LOTLINES - 15 FEET
  - ROUTE 111 AND CIRCUMFERENTIAL HIGHWAY - 15 FEET (NON ACCESSABLE ROADWAYS)
  - WETLANDS - 50 FEET
- THERE SHALL BE NO PARKING OUTSIDE THE DESIGNATED PARKING AREAS. (NO PARKING IN THE STREETS)
- NO PARKING AREAS OR TRAVELWAYS SHALL BE PROPOSED WITHIN THE AREAS BETWEEN THE SIDE LOTLINES AND THE SETBACKS.
- BUILDING TYPES: DUPLEX TOWNHOUSE - UNITS 1 TO 62 AND 211 TO 400  
TOWNHOUSES - UNITS 63 TO 210
- ALL WATER AND SANITARY SEWER LINES SHALL BE CONSTRUCTED IN CONFORMANCE WITH CURRENT TOWN OF HUDSON, SO. N.H. WATER CO. AND STATE OF NEW HAMPSHIRE STANDARD SPECIFICATIONS.
- THERE SHALL BE AT LEAST A 15 FOOT SEPARATION BETWEEN ALL UNITS.
- FOR GENERAL ALIGNMENT OF SIDEWALKS SEE LANDSCAPE PLAN, DRAWING NO. 52.
- THE EMERGENCY ENTRANCE SHALL BE MAINTAINED IN A GOOD PASSABLE CONDITION ON A YEAR ROUND BASIS.
- ALL DUMPSTERS TO BE PLACED ON A CONCRETE PAD, AND SCEENED WITH APPROPRIATE FENCING.
- A WETLANDS SPECIAL EXCEPTION WAS GRANTED ON OCTOBER 27, 1988 WITH THE FOLLOWING STIPULATIONS: (CASE NO. 25-214)
  - ALL GRASSY TREATMENT SWALES WITHIN THE PROJECT TO BE AT LEAST 100 FEET IN LENGTH.
  - NO CHANGES IN WETLAND LOCATION OR SIZE SHALL OCCUR ON SUBSEQUENT PLANS SUBMITTED BEFORE ANY OTHER BOARD OR COMMISSION OF THE TOWN.
  - ALL CONSTRUCTION WORK IN AREAS KNOWN AS P2 & P3 SHALL BE ACCOMPLISHED DURING DRY SEASONS ONLY.
  - AN APPROVED EROSION CONTROL PLAN BE SUBMITTED TO THE TOWN.
  - A CONSERVATION EASEMENT BE GRANTED TO THE TOWN AS REQUESTED BY THE CONSERVATION COMMISSION CHAIRMAN'S LETTER OF OCTOBER 27, 1988.
  - THE TOWN'S CONSTRUCTION INSPECTOR AND/OR CONTRACTED PROJECT INSPECTOR BE GRANTED AUTHORITY TO OBTAIN THE SERVICES OF A SOILS/WETLANDS SPECIALIST SHOULD IT BE DEEMED NECESSARY.
  - AN AGREEMENT BETWEEN THE DEVELOPER AND THE TOWN BE DRAFTED AND APPROVED THROUGH SITE PLAN REVIEW PROCESS TO THE EFFECT THAT FUTURE CONDOMINIUM ASSOCIATION SHALL BE MANDATED WITH ENSURING THAT ALL DRAINAGE STRUCTURES AREAS BE WELL MAINTAINED AND KEPT IN WORKING CONDITION.
- MAIN ROAD RADIUS RETURNS ARE TO BE A MINIMUM OF 15 FEET. PARKING AREA RADIUS RETURNS ARE TO BE A MINIMUM OF 5 FEET.
- THE SANITARY SEWER FOR THIS SITE WILL TIE INTO THE EXISTING SEWER ALONG KIMBALL HILL ROAD AND SHALL BE GRAVITY FED. NO LIFT STATIONS OR SEWER PUMPS ARE PROPOSED.

1995 NOTES:

- THE HILLSBOROUGH COUNTY SUPERIOR COURT - SOUTHERN DISTRICT HAS AFFIRMED THE VARIANCE GRANTED BY THE ZONING BOARD OF ADJUSTMENT ON JULY 11, 1985. SEE ORDER: DOCKET 94-E-001.
- THE PURPOSE OF THIS PLAN IS TO SUBMIT THE SAME PLAN PREVIOUSLY APPROVED (BY THE HUDSON PLANNING BOARD ON FEBRUARY 2, 1989) FOR RE-APPROVAL.
- SUPPLEMENTAL PLANTINGS AND BUFFERS WILL BE PROVIDED AS DIRECTED AND/OR REQUESTED BY THE TOWN WITHIN THE SETBACK AREA ALONG THE COMMON PROPERTY LINE WITH LOTS 214-1 & 214-2. THE PLANTINGS SHALL CONSIST OF EVERGREENS, 6 FEET HIGH, 8 FEET ON CENTER DIAGONALLY SPACED. SUBJECT TO THE ONSITE REVIEW OF THE TOWN REPRESENTATIVE, TREES SHALL BE PRESERVED OR SUPPLEMENTED (PLANTED) SUCH THAT THE OVERALL RESULT WILL BE AN ONSITE AVERAGE OF 25 STREET TREES (2 1/2" CAL.) PER 1000 L.F. OF PAVEMENT EDGE. PAVEMENT EDGE INCLUDES MAIN DRIVEWAYS, ENTRANCES, PARKING LOTS, ETC. (eg. - A 1,000 L.F. DRIVEWAY SHALL AVERAGE 25 STREET TREES EACH SIDE OR A TOTAL OF 50 TREES.)
- SIDEWALKS EXCEEDING 5% GRADE SHALL HAVE REQUISITE HANDRAILS AND PERIODIC LANDING AREAS.
- CAP FEES ARE WAIVED FOR GOOD CAUSE SHOWN (SEE NOTE NO 53)
- THIS SITE DOES NOT FALL WITHIN THE 100 YEAR FLOOD PLAN BOUNDARIES AS SHOWN ON THE "FLOOD INSURANCE STUDY, TOWN OF HUDSON, NEW HAMPSHIRE; BY, U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, PANEL 5 OF 10; DATED: JANUARY 3, 1979".
- SOUTHERN NEW HAMPSHIRE WATER COMPANY ( REFERED TO IN NOTE 6) IS NOW OWNED AND OPERATED AS CONSUMERS NEW HAMPSHIRE WATER COMPANY.
- REF. NOTE 9 - IN THE EVENT THAT THE TOWN ENGINEER IS UNAVAILABLE, THE TOWN PLANNER MAY SUBSTITUTE.
- ALL PARKING SPACES SHALL HAVE A MAXIMUM PAVEMENT GRADE OF 5 %.
- ALL INTERSECTIONS SHALL HAVE A MINIMUM OF 200 FEET OF SIGHT DISTANCE.
- THE MAXIMUM GRADE OF THE ROADWAYS SHALL BE 9% ( WITH THE EXCEPTION OF THE EMERGENCY ACCESS ROADWAY, WHICH SHALL BE 11.4 %)
- RESIDENTS SHALL NOT PETITION THE TOWN TO TAKE OVER ON-SITE TRASH REMOVAL.
- NO PHASING OF THE BUILDING PERMITS OR CERTIFICATES OF OCCUPANCY FOR THIS SITE IS REQUIRED.
- SCHOOLBUS PICK-UPS SHALL OCCUR AT THE COMMUNITY CENTER. ANY CHANGE IN THE LOCATION OF SCHOOLBUS PICK-UP SHALL REQUIRE SITE PLAN REVIEW AND APPROVAL.
- ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
- THERE SHALL BE A MAXIMUM OF 40 - THREE BEDROOM UNITS, THE REMAINING 360 UNITS SHALL BE ONE OR TWO BEDROOM UNITS. ALTERNATELY, THE DEVELOPER SHALL BE ALLOWED TO SUBSTITUTE 126 DETACHED SINGLE UNITS (50% LESS UNITS) FOR THE 252 DUPLEX UNITS. THE DETACHED SINGLE UNITS SHALL CONSIST OF 115 THREE BEDROOM UNITS (MAX.) AND 11 - TWO BEDROOM UNITS.
- THE DEVELOPER SHALL PROVIDE THE DESIGN AND CONSTRUCTION OF \$ 180,000 OF OFFSITE IMPROVEMENTS. THESE IMPROVEMENTS SHALL INCLUDE 1,000 L.F. ALONG BUSH HILL ROAD AND THE REMOVAL OF THE "HUMP" IN WASON ROAD BETWEEN MOUNTAIN VIEW DRIVE AND PASTURE LANE. (PER STIPULATION OF APPROVAL NO. 10)
- ON-SITE IMPROVEMENTS SHALL BE SUBSTANTIALLY COMPLETED WITHIN EACH AREA LISTED IN THE TABLE ON DRAWING 43 (CONSTRUCTION SEQUENCING) TO THE SATISFACTION OF THE TOWN ENGINEER OR TOWN PLANNER PRIOR TO RECEIVING CERTIFICATES OF OCCUPANCY IN SUBSEQUENT PHASES.
- ADJUSTMENTS AND IMPROVEMENTS TO THE PLAN SHALL BE SUBMITTED FOR REVIEW AND APPROVAL TO THE TOWN ENGINEER AND/OR TOWN PLANNER PRIOR TO IMPLEMENTATION. AS-BUILT DRAWINGS AND CAD DISCS SHALL BE SUBMITTED TO THE TOWN AT THE COMPLETION OF EACH SECTION OF CONSTRUCTION SEQUENCING (DWG. 43). FINAL AS-BUILT DRAWINGS AND CAD DISCS SHALL BE SUBMITTED PRIOR TO THE LAST CERTIFICATE OF OCCUPANCY AND/OR THE RELEASE OF ANY MAINTENANCE MONEY.

PLAN REFERENCES:

- CONSOLIDATION PLAN, LOTS 210 & 214\MAP 25 AND LOTS 11 & 24-6\MAP 26, N.H. RTE 111 AND KIMBALL HILL ROAD, HUDSON, NEW HAMPSHIRE, PREPARED FOR BAY NEW HAMPSHIRE CORP., BOSTON, MA.; SCALE: 1"=200'; DATED SEPTEMBER 1985; BY MAYNARD & PAQUETTE, INC.
  - SITE PLAN, LOT 214\MAP 25, RIDGWOOD, KIMBALL HILL ROAD, HUDSON, N.H.; FOR KIMBALL HILL TRUST; DATED NOVEMBER 3, 1988; BY ATLANTIC ENGINEERING & SURVEY CONSULTANTS, INC.; APPROVED BY THE HUDSON PLANNING BOARD FEBRUARY 2, 1989.
- PLAN APPROVAL EXTENSIONS GRANTED JANUARY 10, 1990.

NO.	DATE	REVISION	BY
5	6-6-97	CHANGED NOTE 52	JST
4	9-27-96	ADDED WETLANDS BD. REV.	JST
3	2-6-96	NOTES ADDED	JST
2	11-1-95	GENERAL	JST
1	9-20-95	GENERAL - NOTES ADDED	JST

APPROVED BY THE HUDSON PLANNING BOARD  
 DATE OF MEETING: MAY 28, 1997

*Richard M. Pette* SIGNATURE DATE: 6-13-97

SITE PLANS ARE VALID FOR ONE YEAR FROM THE DATE OF PLANNING BOARD MEETING FINAL APPROVAL. FINAL APPROVAL COMMENCES AT THE PLANNING BOARD MEETING DATE AT WHICH THE PLAN RECEIVES FINAL APPROVAL.

NOTES MAP 25 \ LOT 214

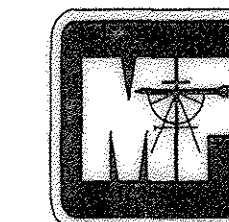
# SHEPHERDS HILL

## KIMBALL HILL ROAD

### HUDSON, NEW HAMPSHIRE

PREPARED FOR:  
 LEONARD VIGENT  
 4 HILL TOP ROAD  
 HUDSON, NEW HAMPSHIRE 03051

SCALE: NONE DATE: FEBRUARY 3, 1995

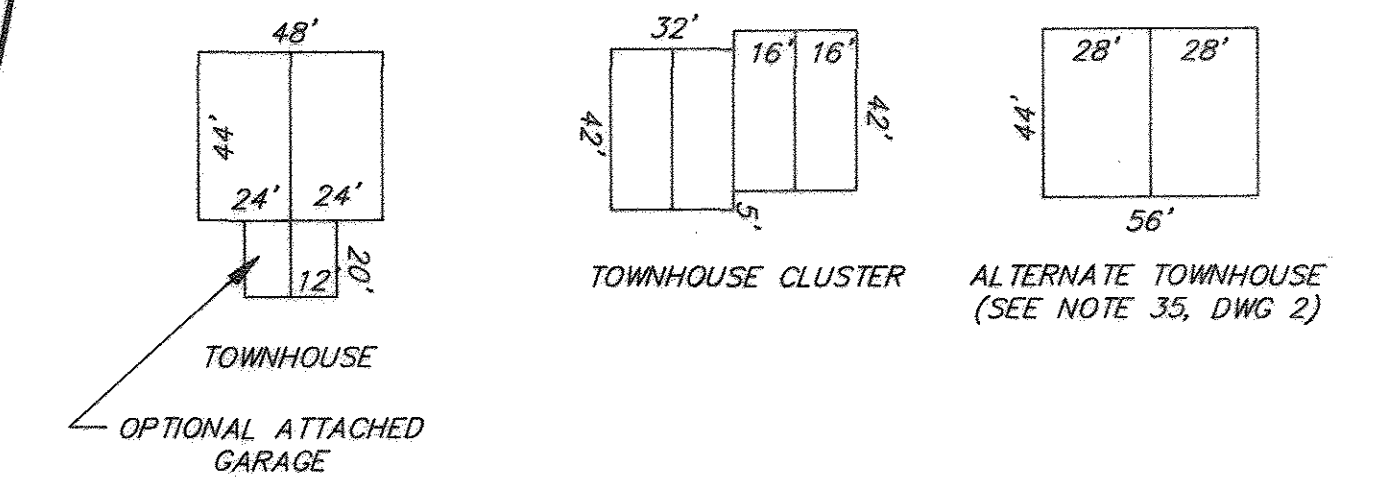
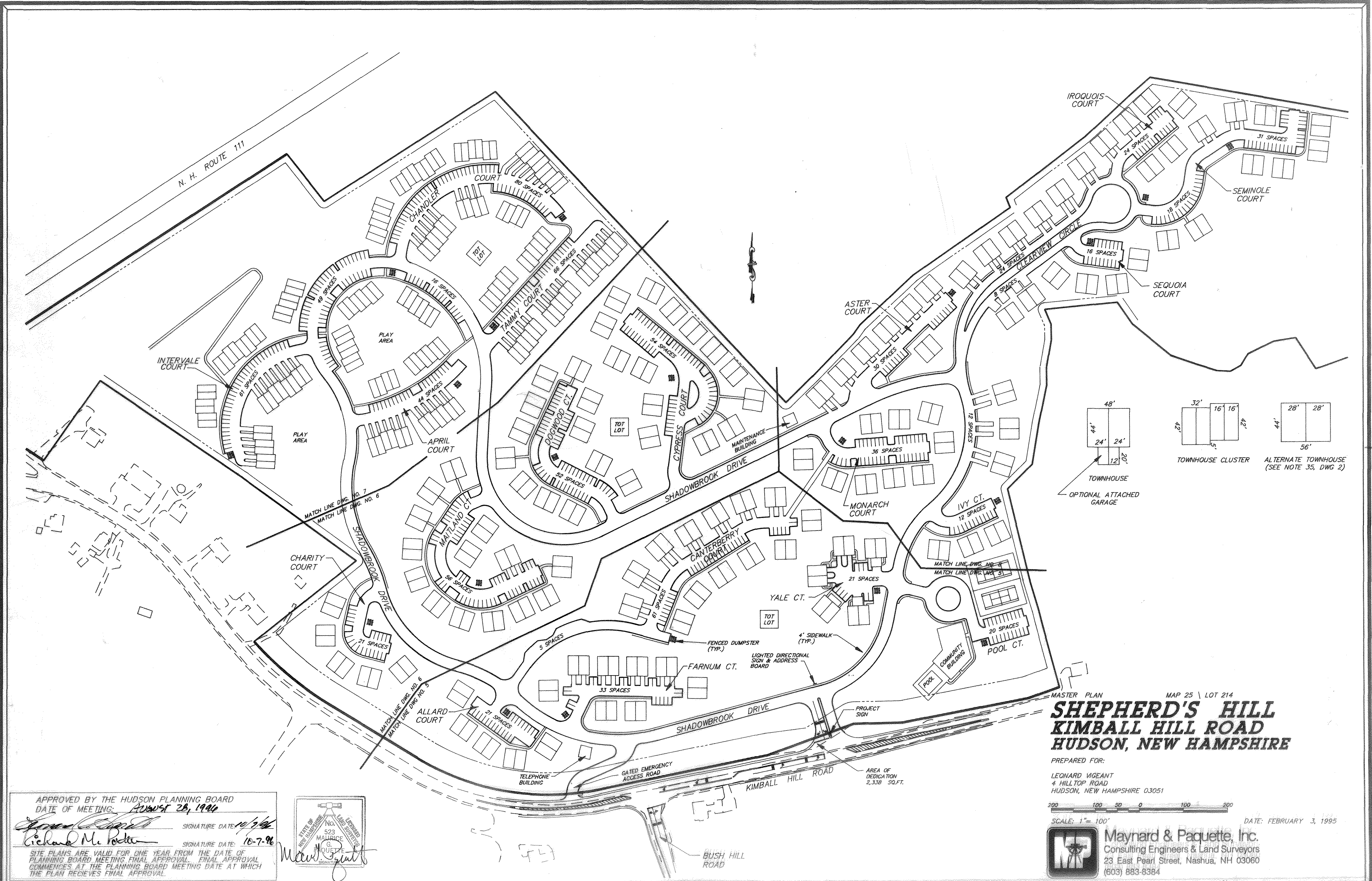


**Maynard & Paquette, Inc.**  
 Consulting Engineers & Land Surveyors  
 23 East Pearl Street, Nashua, NH 03060  
 Phone (603)883-8384, Fax. (603)883-7227

JST	JST				D	2096
DESIGNED	DRAFTED	CHECKED	APPROVED	BOOK & PAGE	REVISION	JOB NUMBER

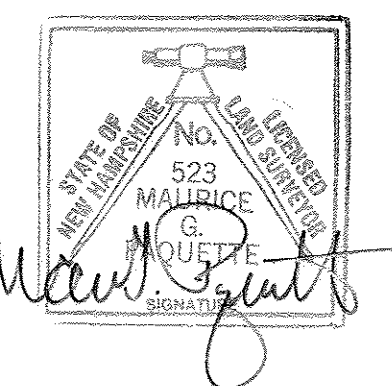
HERD # 28636 REPLACE ORIGINAL SHEET 2 M 25/L 214

Doc Binding, Inc. 74849 Form 11162



NO.	REVISION	DATE	BY
1	ADJUST PERMITS	8/27/96	ST
2	ADJUST PERMITS	8/27/96	ST
3	ADJUST PERMITS	8/27/96	ST
4	ADJUST PERMITS	8/27/96	ST
5	ADJUST PERMITS	8/27/96	ST
6	ADJUST PERMITS	8/27/96	ST
7	ADJUST PERMITS	8/27/96	ST
8	ADJUST PERMITS	8/27/96	ST
9	ADJUST PERMITS	8/27/96	ST
10	ADJUST PERMITS	8/27/96	ST
11	ADJUST PERMITS	8/27/96	ST
12	ADJUST PERMITS	8/27/96	ST
13	ADJUST PERMITS	8/27/96	ST
14	ADJUST PERMITS	8/27/96	ST
15	ADJUST PERMITS	8/27/96	ST
16	ADJUST PERMITS	8/27/96	ST
17	ADJUST PERMITS	8/27/96	ST
18	ADJUST PERMITS	8/27/96	ST
19	ADJUST PERMITS	8/27/96	ST
20	ADJUST PERMITS	8/27/96	ST
21	ADJUST PERMITS	8/27/96	ST
22	ADJUST PERMITS	8/27/96	ST
23	ADJUST PERMITS	8/27/96	ST
24	ADJUST PERMITS	8/27/96	ST
25	ADJUST PERMITS	8/27/96	ST
26	ADJUST PERMITS	8/27/96	ST
27	ADJUST PERMITS	8/27/96	ST
28	ADJUST PERMITS	8/27/96	ST
29	ADJUST PERMITS	8/27/96	ST
30	ADJUST PERMITS	8/27/96	ST
31	ADJUST PERMITS	8/27/96	ST
32	ADJUST PERMITS	8/27/96	ST
33	ADJUST PERMITS	8/27/96	ST
34	ADJUST PERMITS	8/27/96	ST
35	ADJUST PERMITS	8/27/96	ST
36	ADJUST PERMITS	8/27/96	ST
37	ADJUST PERMITS	8/27/96	ST
38	ADJUST PERMITS	8/27/96	ST
39	ADJUST PERMITS	8/27/96	ST
40	ADJUST PERMITS	8/27/96	ST
41	ADJUST PERMITS	8/27/96	ST
42	ADJUST PERMITS	8/27/96	ST
43	ADJUST PERMITS	8/27/96	ST
44	ADJUST PERMITS	8/27/96	ST
45	ADJUST PERMITS	8/27/96	ST
46	ADJUST PERMITS	8/27/96	ST
47	ADJUST PERMITS	8/27/96	ST
48	ADJUST PERMITS	8/27/96	ST
49	ADJUST PERMITS	8/27/96	ST
50	ADJUST PERMITS	8/27/96	ST
51	ADJUST PERMITS	8/27/96	ST
52	ADJUST PERMITS	8/27/96	ST
53	ADJUST PERMITS	8/27/96	ST
54	ADJUST PERMITS	8/27/96	ST
55	ADJUST PERMITS	8/27/96	ST
56	ADJUST PERMITS	8/27/96	ST
57	ADJUST PERMITS	8/27/96	ST
58	ADJUST PERMITS	8/27/96	ST
59	ADJUST PERMITS	8/27/96	ST
60	ADJUST PERMITS	8/27/96	ST
61	ADJUST PERMITS	8/27/96	ST
62	ADJUST PERMITS	8/27/96	ST
63	ADJUST PERMITS	8/27/96	ST
64	ADJUST PERMITS	8/27/96	ST
65	ADJUST PERMITS	8/27/96	ST
66	ADJUST PERMITS	8/27/96	ST
67	ADJUST PERMITS	8/27/96	ST
68	ADJUST PERMITS	8/27/96	ST
69	ADJUST PERMITS	8/27/96	ST
70	ADJUST PERMITS	8/27/96	ST
71	ADJUST PERMITS	8/27/96	ST
72	ADJUST PERMITS	8/27/96	ST
73	ADJUST PERMITS	8/27/96	ST
74	ADJUST PERMITS	8/27/96	ST
75	ADJUST PERMITS	8/27/96	ST
76	ADJUST PERMITS	8/27/96	ST
77	ADJUST PERMITS	8/27/96	ST
78	ADJUST PERMITS	8/27/96	ST
79	ADJUST PERMITS	8/27/96	ST
80	ADJUST PERMITS	8/27/96	ST
81	ADJUST PERMITS	8/27/96	ST
82	ADJUST PERMITS	8/27/96	ST
83	ADJUST PERMITS	8/27/96	ST
84	ADJUST PERMITS	8/27/96	ST
85	ADJUST PERMITS	8/27/96	ST
86	ADJUST PERMITS	8/27/96	ST
87	ADJUST PERMITS	8/27/96	ST
88	ADJUST PERMITS	8/27/96	ST
89	ADJUST PERMITS	8/27/96	ST
90	ADJUST PERMITS	8/27/96	ST
91	ADJUST PERMITS	8/27/96	ST
92	ADJUST PERMITS	8/27/96	ST
93	ADJUST PERMITS	8/27/96	ST
94	ADJUST PERMITS	8/27/96	ST
95	ADJUST PERMITS	8/27/96	ST
96	ADJUST PERMITS	8/27/96	ST
97	ADJUST PERMITS	8/27/96	ST
98	ADJUST PERMITS	8/27/96	ST
99	ADJUST PERMITS	8/27/96	ST
100	ADJUST PERMITS	8/27/96	ST

APPROVED BY THE HUDSON PLANNING BOARD  
 DATE OF MEETING: August 28, 1996  
 Signature: *Richard McRae* SIGNATURE DATE: 10-7-96  
 Signature: *Maurice G. Goulet* SIGNATURE DATE: 10-7-96  
 SITE PLANS ARE VALID FOR ONE YEAR FROM THE DATE OF PLANNING BOARD MEETING FINAL APPROVAL. FINAL APPROVAL COMMENCES AT THE PLANNING BOARD MEETING DATE AT WHICH THE PLAN RECEIVES FINAL APPROVAL.



MAP 25 \ LOT 214  
**SHEPHERD'S HILL**  
**KIMBALL HILL ROAD**  
**HUDSON, NEW HAMPSHIRE**

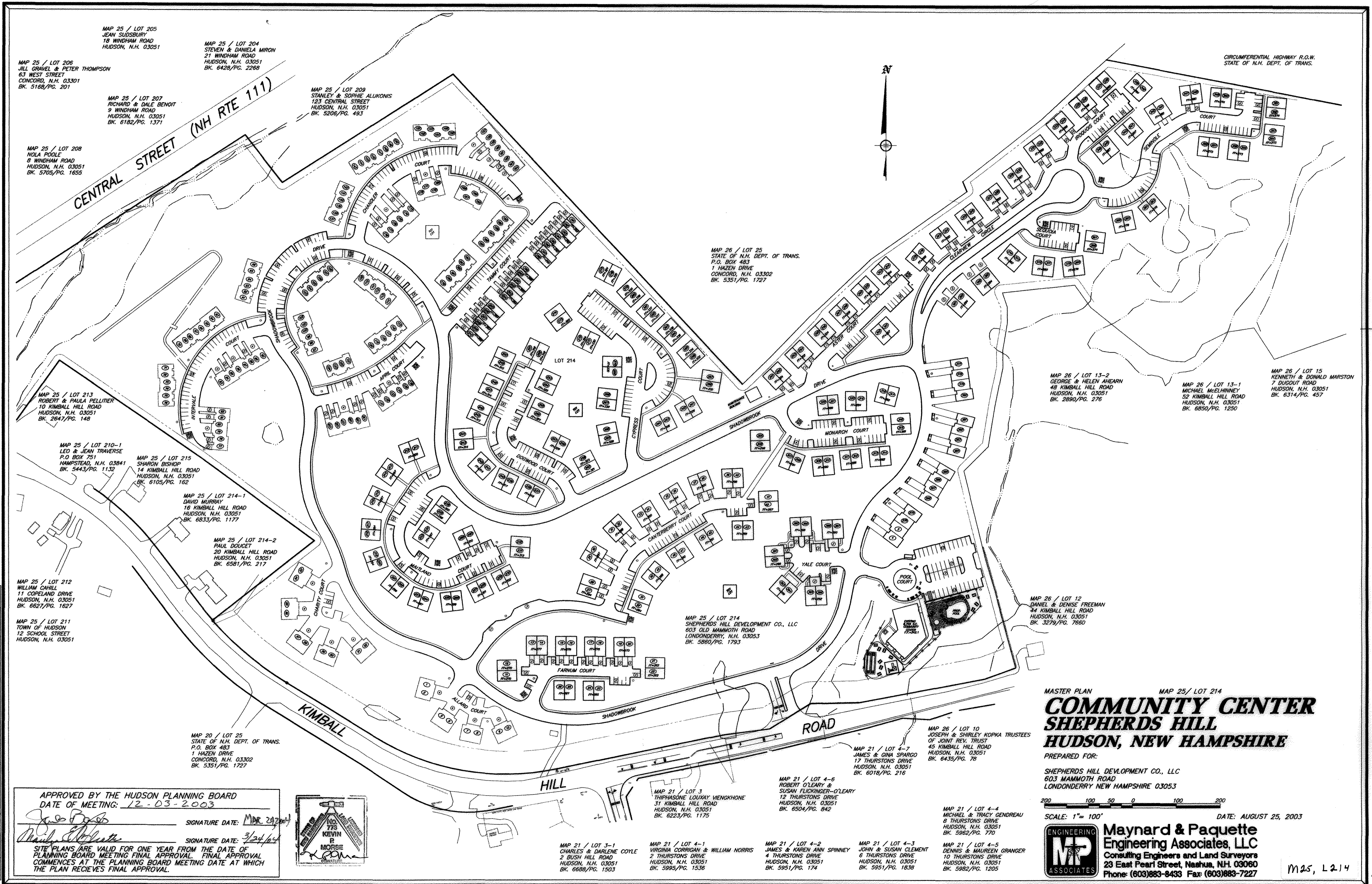
PREPARED FOR:  
 LEONARD VIGEANT  
 4 HILLTOP ROAD  
 HUDSON, NEW HAMPSHIRE 03051  
 SCALE: 1" = 100'  
 DATE: FEBRUARY 3, 1995

**Maynard & Paquette, Inc.**  
 Consulting Engineers & Land Surveyors  
 23 East Pearl Street, Nashua, NH 03060  
 (603) 883-8384

HCRD# 28218

DESIGNED	DRAWN	CHECKED	APPROVED	DATE
ST	ST	ST	ST	8/27/96

MAP 25 LOT 214

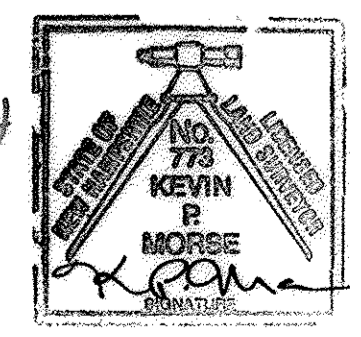


NO.	DATE	BY	REVISION
1	10/01/03	JST	REV. PER FIRE DEPT. REVIEW
2	11/05/03	JST	RELOCATE MAILBOX W/OK
3	12/16/03	JST	REV. PER APPROVAL STIPS

APPROVED BY THE HUDSON PLANNING BOARD  
 DATE OF MEETING: 12-03-2003

*[Signature]* SIGNATURE DATE: MAR 28 2004  
*[Signature]* SIGNATURE DATE: 3/24/04

SITE PLANS ARE VALID FOR ONE YEAR FROM THE DATE OF PLANNING BOARD MEETING FINAL APPROVAL. FINAL APPROVAL COMMENCES AT THE PLANNING BOARD MEETING DATE AT WHICH THE PLAN RECEIVES FINAL APPROVAL.



MASTER PLAN MAP 25 / LOT 214  
**COMMUNITY CENTER  
 SHEPHERDS HILL  
 HUDSON, NEW HAMPSHIRE**

PREPARED FOR:  
 SHEPHERDS HILL DEVELOPMENT CO., LLC  
 603 MAMMOTH ROAD  
 LONDONDERRY NEW HAMPSHIRE 03053

SCALE: 1" = 100'

DATE: AUGUST 25, 2003

**ENGINEERING  
 MP  
 ASSOCIATES**  
**Maynard & Paquette  
 Engineering Associates, LLC**  
 Consulting Engineers and Land Surveyors  
 23 East Pearl Street, Nashua, N.H. 03060  
 Phone: (603)883-8433 Fax: (603)883-7227

M25, L 2-14

JST	JST				3	D	11349
DESIGNED	DRAFTED	CHECKED	APPROVED	BOOK & PAGE	REVISION	SIZE	JOB NUMBER

HCRO # 33069

© COPYRIGHT, ALL RIGHTS RESERVED, 2003  
 MAYNARD & PAQUETTE ENGINEERING ASSOCIATES, LLC  
 ILLEGAL TO COPY THIS PLAN/PRIINT WITHOUT WRITTEN PERMISSION.

Camela O. Caughlin

# 548

Hudson

ASSESSORS

FEES:	16.49
SURCHARGE:	2.00
CASH:	0

### SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT by and between the **Town of Hudson** (hereinafter "Hudson"), a New Hampshire municipal corporation, with a principal address of 12 School Street, Hudson, NH 03051, and the **Shepherds Hill Homeowner's Association, Inc.** (hereinafter "Shepherds Hill"), a New Hampshire nonprofit corporation, with a principal address of 20 Trafalgar Square, suite 626, Nashua, NH, 03063.

WHEREAS, the Shepherds Hill Condominium (hereinafter "Condominium") is located on Route 111 and Kimball Hill Road, in Hudson, New Hampshire;

WHEREAS, the Condominium contains 274 units;

WHEREAS, by order of the Hillsborough County Superior Court, Southern Judicial District (hereinafter "Court"), dated March 18, 2014, in *Shepherds Hill Homeowners Association, Inc. v. Shepherds Hill Development Co., LLC*, Docket No. 2013-CV-00241, the convertible land rights for an additional 126 undeveloped units (hereinafter "Pad Sites") were deemed to have lapsed, effective February 26, 2013;

WHEREAS, the area of the convertible land is owned by the unit owners within the Condominium, as tenants in common, and may not be developed unless 80% of the unit owners present (or by proxy) at a duly called and noticed meeting approve an extension of the convertible land rights in accordance with RSA § 356-B:54, V;

WHEREAS, prior to March 18, 2014, Hudson assessed the Pad Sites as separate estates pursuant to RSA § 674:37-a, I, and the real estate taxes were taxed against the condominium declarant rather than the individual unit owners pursuant to RSA § 356-B:23, III;

WHEREAS, as result of the Court's decision, which was affirmed by the New Hampshire Supreme Court in *Shepherds Hill Homeowners Association, Inc. v. Shepherds Hill Development Co., LLC*, Docket No. 2014-306, a dispute arose between the Town and Shepherds Hill regarding unpaid real estate taxes for the tax years 2012, 2013, and 2014;

WHEREAS, in light of the Court's decision, Shepherds Hill has threatened to commence litigation against Hudson, requesting a declaratory judgment that the Pad Sites are not separately

taxable, and injunctive relief preventing Hudson from taking the Pad Sites for non-payment of taxes for the tax years 2012, 2013, and 2014;

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, including the settlement of all threatened claims, the parties hereby agree as follows:

- 1.0 Payment of 2012 Taxes. As consideration for this Agreement, Shepherds Hill has paid to the Town the sum of Seventy Nine Thousand Eight Hundred Fifty Six Dollars 94/100 Cents (\$79,856.94) in full payment of the outstanding real estate taxes for the tax year 2012.
- 2.0 Abatement of 2013 and 2014 Taxes. Hudson shall abate the outstanding taxes for the tax years 2013 and 2014. In order for Hudson to administratively process and grant an abatement, Shepherds Hill shall file an application for an abatement with the Board of Selectmen, which shall be filed after execution of this Agreement according to existing procedures, citing the Court's decision and such other grounds as Shepherds Hill may deem appropriate in support thereof. No taxes have been assessed on the pad sites for 2015. Also, as of this date, no taxes have been assessed on the pad sites for 2016, the same being subject to possible future taxation in 2016 as provided for in paragraphs 3.0 and 4.0 below.
- 3.0 Future Extension of Development Rights for Pad Sites. Shepherds Hill agrees that the remaining Pad Sites, with their associated acreage, will not be developed unless 80% of the unit owners present (or by proxy) at a duly called and notice meeting approve and record an Amendment to the Declaration of Condominium extending the convertible land rights in accordance with RSA § 356-B:54, V. Shepherds Hill agrees that any such approval shall be for the entirety of the remaining 126 Pad Sites with their associated acreage. Any redevelopment proposal of the remaining 126 Pad Sites which is inconsistent with or deviates from existing plans may require approval from the Town of Hudson, and shall be submitted as a single redevelopment proposal for the entire area of the remaining 126 Pad Sites. In the event of a redevelopment proposal that requires Planning Board approval, and in the event such approval is granted, the parties recognize that there cannot be two (2) approved development plans for the 126 Pad Sites and associated acreage. Shepherds Hill agrees that an extension of the development rights shall require an amendment to the Declaration of Condominium and be submitted to the New Hampshire Attorney General as required by RSA § 356-B:54, V. Shepherds Hill shall record the Amendment to the Declaration within seven (7) days of approval by the New Hampshire Attorney General.
- 4.0 Future Taxation of Pad Sites. Prior to the recording of an Amendment to the Declaration making effective future extension of the development rights for the Pad Sites, Hudson shall not assess or tax the Pad Sites as separate estates. Real estate taxes for the common area, including the area of the Pad Sites, shall be assessed as part of the individual unit assessments as non buildable common area of the condominium, provided that, Hudson will not artificially increase the tax assessments for the individual units in order to

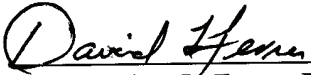
recapture the value of the Pad Sites as buildable land. In the event that Shepherds Hill obtains the necessary approval of the unit owners to extend the convertible land development rights to the Pad Sites, Hudson will again assess the Pad Sites as separate estates pursuant to RSA § 674:37-a, I. Taxes for the Pad Sites will be prorated, if approvals are after April 1 of a given tax year, for the tax year during which such approval is granted as of the date of the unit owners' vote to extend the convertible land development rights. The taxes for the Pad Sites will not be prorated once the Pad Sites value enter a new April 1 property tax year. Pad Site taxes will be assessed against Shepherds Hill, or should the Pad Site development rights be transferred, Pad Site taxes will be assessed against any such successor developer.

5.0 Reporting Requirements. Shepherds Hill shall notify, by certified mail to the Town Administrator's and Town Assessor's office, Hudson within seven (7) days of the unit owners' recording an Amendment to the Declaration extending the convertible land development rights to the Pad Sites. In the event that Shepherds Hill should transfer the development rights to the Pad Sites, Hudson shall be given, by certified mail to the Town Administrator's and Town Assessor's office, a copy of any such agreement effectuating any such transfer. Any such agreement shall include the requirement that the successor developer shall be responsible for payment of the taxes for the Pad Sites.


6.0 Recording. This Agreement may be recorded at the Hillsborough County Registry of Deeds, and shall be binding on Shepherds Hill, and its successors and assigns.

Executed on this 24<sup>th</sup> day of February, 2016

Town of Hudson,  
By and through its Attorneys,  
Tarbell & Brodich, P.A.

  
By: David E. LeFevre, Esq.  
45 Centre Street  
Concord, NH 03301  
(603) 226-3900

Shepherds Hill Homeowner's Assoc., Inc.  
By and through its attorneys,  
Marcus, Errico, Emmer & Brooks, P.C.

  
By: Edmund A. Allcock, Esq.  
45 Braintree Hill Office Park, Suite 107  
Braintree, MA 02184-8733